

INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

WSU AGREEMENT NUMBER: 18692

This Agreement is between Washington State University referred to as “WSU” or “WSU Extension” and the State of Washington Department of Natural Resources referred to as “DNR” or the “Cooperator”.

WSU and DNR are entering into this Agreement under authority of Chapter 39.34RCW of Washington State, Interlocal Cooperation Act.

The purpose of this Agreement is to provide reimbursement to the Cooperator for Fiscal Year 15 for services of a Western Washington Stewardship Forester to provide education and technical assistance services as identified in Attachment A to this agreement.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. The Cooperator shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment A.

2.01 Period of Performance. The period of performance of this Agreement shall begin on July 1, 2014 and end on June 30, 2015, unless terminated sooner as provided herein.

3.01 Payment. Compensation for the work provided is established under RCW 39.34.130. The parties estimate that the cost of accomplishing the work will not exceed \$48,000 (Forty Eight Thousand Dollars). Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Compensation for services shall be based on the rates and terms described in Attachment B.

4.01 Billing Procedures. The Cooperator shall submit quarterly invoices during the period of the agreement. All invoices shall reference the above-indicated WSU Agreement Number. Payment to the Cooperator for approved and completed work will be made by warrant or account transfer within 30 days of receiving the invoice. When the Agreement 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 occurs first.

5.01 Records Maintenance. The Cooperator shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by them in providing the services. These records shall be available for inspection, review, or audit by personnel of WSU, other personnel authorized by WSU, the Office of the State Auditor, and federal officials as authorized by law. The Cooperator 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, federal auditors, 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 mutually owned by the DNR and WSU and may be reproduced or distributed by either agency at its discretion. 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 Agreement 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.

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 Insurances.

The DNR and WSU are agencies of the State of Washington and protected by the State's self-insurance liability program as provided by Chapter 4.92.130. WSU and DNR have entered into an agreement to provide the services herein. This agreement will terminate on the date listed in the period of performance.

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. WSU and the DNR 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 Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

19.01 Project Coordinators.

- (1) The Project Coordinator for WSU is:

Andrew Perleberg, WSU/Chelan County Extension, 400 Washington Street, Wenatchee, WA 98801-2670. Phone: (509) 667-6540. FAX: (509) 667-6561. andyp@wsu.edu

- (2) The Project Coordinator for DNR is:

Steve Gibbs, DNR Forest Practices Division, P. O. Box 47012, Olympia, WA 98504-7012. Phone: (360) 902-1706. FAX: (360) 902-1428. steve.gibbs@dnr.wa.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Dated: 6/20/14

By: 

Chris Hanlon-Meyer
Forest Practices Division Manager
1111 Washington Street SE
Olympia, WA 98504-7012

WASHINGTON STATE UNIVERSITY

Dated: 8-4-14

By: 

Christine R. Hoyt
Contracts Manager
PO Box 641045
Pullman WA 99164-1045

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

SCOPE OF WORK

During the period of the agreement, the State of Washington Department of Natural Resources (DNR) will provide the services of a Stewardship Forester to serve all counties in Western Washington. The Stewardship Forester will perform the following:

- a) Support WSU Extension education programs for forest landowners and other clientele as deemed appropriate by WSU.
- b) Support efforts to promote and advertise WSU forestry-related educational programs, materials, and the Forest Stewardship Program.
- c) Provide site visits, and assistance in developing Forest Stewardship Plans, to landowner participants in Forest Stewardship Coached Planning Shortcourses.
- d) Assist in the development of educational materials upon request from WSU Extension.
- e) Participate in WSU Extension planning and program development meetings upon request from WSU.
- f) Respond to forest landowner requests for information and assistance.
- g) Provide on-site technical assistance to forest landowners regarding forest management.
- h) Review and approve Forest Stewardship Plans.
- i) Conduct program monitoring and reporting.
- j) Any other duties mutually agreed upon by WSU and DNR.

AFFILIATION AND REPRESENTATION

- a) The Stewardship Forester shall be an employee of the DNR subject solely to DNR direction, supervision, policies and procedures.
- b) The Stewardship Forester shall not represent themselves as an employee, agent, or representative of WSU and shall not extend any promises or incur any obligations on behalf of WSU.
- c) DNR and the Stewardship Forester agree to publicly acknowledge WSU's financial support for this position whenever appropriate.

WORK LOCATION

- a) The Stewardship Forester will work from a DNR-designated office location.
- b) WSU may, at its discretion, provide transient office space for the Stewardship Forester at any of its facilities but may not require the office presence of the Stewardship Forester at any specific facility at any specific time.

EDUCATIONAL PROGRAMS, MATERIALS, AND ADVERTISING

- a) WSU shall have primary authority and responsibility for preparation and dissemination of educational materials, conducting educational programs, and for advertising and promoting of educational programs and materials.
- b) DNR shall, upon request from WSU, provide the time and services of the Stewardship Forester to support these efforts, but shall not be required to incur any other direct costs related to educational materials, conducting educational programs, or advertising and promotion of educational programs.

BUDGET

REIMBURSEMENT

- a) WSU agrees to reimburse DNR for the costs associated with providing a Western Washington Stewardship Forester to perform the above-described work, including salary, benefits, supplies, equipment and maintenance charges, travel and per diem, training, communications and technology charges and support services.
- b) Salary and benefit reimbursement shall be at the current rate and appropriate salary step for the Natural Resource Specialist 3 job classification as described by the Washington State Department of Personnel.
- c) Any Agency Indirect Costs will be paid by the DNR and shall not be eligible for reimbursement under this agreement.

The total consideration of the agreement is increased by Forty eight thousand dollars (\$48,000). The new funding is distributed from the following sources:

Lewis County Extension	\$ 3,500
Pacific County Extension	\$ 300
WSU Extension – RREA	<u>\$44,200</u>
TOTAL	\$48,000


The DNR FY 14 budget for this agreement is reflected in the following table:

Category of Expenses	Amount
Salary	\$31,951.86
Benefits	\$9,917.14
Goods & Services	\$2,197.00
Travel	\$3,934.00
TOTAL	\$48,000.00



June 17, 2014

MEMORANDUM

TO: Aaron Everett, Deputy Supervisor
FROM: Chris Hanlon-Meyer, Division Manager for Forest Practices 
SUBJECT: Delegation of Authority

During my absence from June 20, 2014 to June 29, 2014, I hereby delegate the authority reserved to the Forest Practices Division Manager, as set forth in the Delegated Order dated May 22, 2012 to Dawn Hitchens, Business Administrator for Forest Practices Division. This delegation excludes appointing authority, discipline and termination decisions, which are referred to you during this period.

cc: Division Managers
Region Managers