

**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON STATE UNIVERSITY  
AND  
NORTHWEST ADVENTURE CENTER JBLM**

**THIS INTERAGENCY AGREEMENT** (the "Agreement") is by and between Washington State University, an institution of higher education and agency of the state of Washington, by and through its Extension 4-H Program (hereinafter "WSU"), and Northwest Adventure Center JBLM, a program of the Morale, Welfare, and Recreation (MWR) Support Division of Joint Base Lewis-McChord (JBLM), a US Military installation located in the state of Washington (hereinafter "Northwest Adventure Center").

**IT IS THE PURPOSE OF THIS AGREEMENT** to memorialize the terms and conditions under which Northwest Adventure Center will provide two, two-day camping events for military children.

**NOW, THEREFORE**, the parties agree as follows:

**I. STATEMENT OF WORK**

Each party shall do all things necessary for and incidental to the performance of the duties set forth in this Agreement. WSU will pay Northwest Adventure Center \$8,371.60 to provide the following:

- Two overnight camping experiences for 26 military children, ages 15-18/high school grades 9-12 and 6 adults at each camp.
- The camp locations will be Trout Creek (Central Cascades) and Index, Washington.
- Activities will include outdoor experiences, physical exercise, working in teams, cooking, and overnight camping.
- The specific activities and other services being provided by Northwest Adventure Center are outlined in the payment schedule attached as Exhibit A.

**II. PERIOD OF PERFORMANCE**

The dates of the camps will be:

- First camp: July 21-22, 2014
- Second camp: July 24-25, 2014

**III. PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The cost of accomplishing the work will

not exceed \$8,371.60. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be exceeded. Compensation for services shall be based on the payment schedule attached as Exhibit A.

#### **IV. 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 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 year 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.

#### **V. 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.

#### **VI. RESPONSIBILITIES OF THE PARTIES**

To the fullest extent permitted by law, WSU shall indemnify and hold harmless, and waive any and all claims against Northwest Adventure Center, and Northwest Adventure Center's officers, employees, and agents from and against any and all liability of any type or nature whatsoever for injury or damage to persons or property resulting from or arising out of the negligent acts or omissions of WSU or WSU's officers, employees or agents in the performance of its obligations under this Agreement.

To the fullest extent permitted by law, Northwest Adventure Center shall indemnify and hold harmless, and waive any and all claims against WSU, and WSU officers, employees, and agents from and against any and all liability of any type or nature whatsoever for injury or damage to persons or property resulting from or arising out of the negligent acts or omissions of Northwest Adventure Center or Northwest Adventure Center's officers, employees or agents in the performance of its obligations under this Agreement.

Northwest Adventure Center shall follow and incorporate all of the risk management procedures outlined in the "Military Kids Camps Risk Management and Safety Tool" (attached as Exhibit B) into the planning and execution of the camps identified in this Agreement.

Northwest Adventure Center agrees to maintain a general liability policy of insurance or self-insurance of at least \$5,000,000 per occurrence, \$6,000,000 aggregate, including auto liability coverage, during the time this Agreement is in effect. Such policy noted shall include Washington State University as an additional insured, and a certificate of insurance evidencing the same shall be provided to WSU prior to the commencement of the first camp.

#### **VI. MODIFICATION**

This Agreement may be modified or 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.

#### **VIII. 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. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

#### **IX. 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. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

#### **X. DISPUTES**

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a

determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall share equally in the costs, if there are any, for the services of the Dispute Panel.

#### **XI. 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.

#### **XII. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising under this Agreement 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.

#### **XIII. 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.

#### **XIV. 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.

#### **XV. ENTIRE AGREEMENT**

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.

**XVI. CONTRACT ADMINISTRATION**

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: Carey Roos  
College or Department: Extension 4-H  
Address: WSU Puyallup REC, 2606 West Pioneer, Puyallup, WA 98371  
Telephone: 253-445-4551

The Contract Administrator for Northwest Adventure Center is:

Name: Robert Conrad  
College or Department: Northwest Adventure Center JBLM  
Address: NCO Beach Road Building 8050, JBLM, WA 98433  
Telephone: 253-967-6263

**XVII. SIGNATURES**

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

**WASHINGTON STATE UNIVERSITY**

**NORTHWEST ADVENTURE CENTER JBLM**

Recommended by:

By: [Signature]

Name: PAT BOYES

Title: DIRECTOR, 4H YOUTH DEVELOPMENT

Date: 6/27/14

Recommended by:

By: [Signature]

Name: ROBERT CONRAD

Title: PROGRAM MANAGER

Date: 2 JULY 2014

Approved by:

By: [Signature]

Name: Christine R. Hoyt

Title: Contracts Manager

Date: 6-27-14

Approved by:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A TO THE AGREEMENT BETWEEN WSU AND NORTHWEST ADVENTURE CENTER JBLM**

**WSU 4-H  
POC Carey Roos**

WSU PUY REC  
2606 West Pioneer, Puyallup, WA 98371  
(253) 445-4551

ReMit To:  
Company: Northwest Adventure Center JBLM  
NCO Beach Road Bldg 8050  
City: JBLM  
State/Province: WA 98433  
Country: USA

Date: \_\_\_\_\_ Inv #: \_\_\_\_\_  
Contact: Robert Conrad  
Phone: (253) 967-6263  
Fax: (253) 967-3284  
E-mail: jblmadventuretrips@gmail.com  
Method of Payment: Credit Card

ORDER DATE	SHIP DATE	ITEM DESCRIPTION	INDIVIDUAL COST	QTY.	PAYMENT
1-Jun-14	21-Jul-14	Transportation for entire trip (E.3)	\$40.50	32	\$1,296.00
		Food for entire trip (E.4)	\$44.40	32	\$1,420.80
		Camp Ground Rental (E.6)	\$78.00	1	\$78.00
		Bike Rental (E.6)	\$20.00	32	\$640.00
		Rafting (E.6)	\$20.00	32	\$640.00
		Camping Gear (E.6)	\$111.00	1	\$111.00
1-Jun-14	24-Jul-14	Transportation for entire trip (E.3)	\$40.50	32	\$1,296.00
		Food for entire trip (E.4)	\$44.40	32	\$1,420.80
		Camp Ground Rental (E.6)	\$78.00	1	\$78.00
		Bike Rental (E.6)	\$20.00	32	\$640.00
		Rafting (E.6)	\$20.00	32	\$640.00
		Camping Gear (E.6)	\$111.00	1	\$111.00
<b>Sub-Total</b>					<b>\$8,371.60</b>
<b>TOTAL</b>					<b>\$8,371.60</b>

*Please make payment out to IMFWR or pay at NAC with the  
Northwest Adventure Center with a Credit Card*

**Budget Narrative (Northwest Adventure Center Provides)**

Section E: Participant/Trainee Support Cost (12 Pack Bus and Van with Gear)  
 3. Travel for Off the Grid I & II Outdoor Adventure.  
 First Camp 21-22 July 26 campers & 6 Staff @ 40.50 pp = \$1296  
 Second Camp 24-25 July 26 campers & 6 Staff @ 40.50 pp = \$1296  
**TOTAL E.3. \$2592**  
 4. Off the Grid I & II Outdoor Adventure (Food)  
 TOTAL per person \$45.00  
 26 Campers and 6 Staff (2 Camps) 64 campers  
**TOTAL E.4. \$2880**  
 6. Camp grounds for Off the Grid I & II Camp  
 Camping at Trout Creek Index WA  
 Whole Site \$78 per night times 2 Camps \$156  
 Equipment for Bikes, Rafts or Inflatable Kayaks, Camping Gear, Cooking Equipment,  
 Bikes 26 Campers and 6 Staff \$20 = \$640  
 Rafts or IK's 26 Campers and 6 Staff \$20 = \$640  
 Camping Gear & Cooking Equipment \$222  
**TOTAL E.6. \$1658**  
**Total Due to Northwest Adventure Center (See Proposed Schedule Below)**  
**TOTAL \$8371.60**

Payment Schedule Proposed	
Reservation Fee July 2, 2014 (1/4 Balance)	\$2,092.90
July 21 - First Camp Balance	\$3,139.35
July 24 - Second Camp Balance	\$3,139.35
<b>Total</b>	<b>\$8,371.60</b>
Payment with Carey Roos (WSU Pcard)	



## Military Kids Camps Risk Management and Safety Tool

**Purpose:**

- Identify procedures and practices that guide accountability, integrity and reliability
- Provide good stewardship and safe environments for children/youth and paid/volunteer staff
- Consider procedures to assess, minimize and manage risk
- Ensure standards are in place for health, sanitation, safe physical environments, accident prevention, child abuse prevention, paid/volunteer staff training, and supervision of children/youth
- Plan for the “unexpected” as much as possible

**Camp programs *MUST* incorporate the following risk management procedures into the planning and execution of all camp experiences.**

**Training for Paid and Volunteer Staff**

1. Staff will be trained on the requirements for: Child Abuse Identification, Reporting and Prevention, Supervision and Program Management, Accident Prevention, Physical Environment, Health & Sanitation & Nutrition
2. Documentation exists that paid and volunteer staff have received training in First Aid, CPR, working with military children/youth, child abuse prevention & reporting, “Touch Policy”, discipline and guidance, administering and storage of medications (as appropriate to assigned role), and evacuation procedures prior to service
3. Procedures are in place for responding to emergency situations (e.g., injury, accident during transportation, inclement weather, missing child, security lockdown, fire evacuation)
4. Paid and volunteer staff receive training on when and how to report all serious incidents and emergencies

**Child Abuse Identification, Reporting & Prevention**

1. Paid and volunteer staff will be trained to recognize the signs of child abuse and neglect and instructed to follow the standard operating/reporting procedures for the camp as required by the sponsoring Land Grant University
2. Background checks consistent with applicable state law and Land Grant University policy shall be required for all paid and volunteer staff
3. For the protection of children/youth and paid and volunteer staff, one-on-one situations are to be avoided. Measures to avoid or eliminate instances (e.g. transportation and lodging, administering of medication, providing first aid, etc) where one adult (or older youth) is alone or isolated from other adults are in place
4. Episodic volunteers must be in “line of sight” of screened volunteers or staff
5. A “Touch Policy” is in place which addresses appropriate and inappropriate touch and takes into consideration the developmental stages of the children/youth being served
6. Procedures related to guidance, discipline and prohibition of corporal punishment are in place
7. Paid and volunteer staff are visually identifiable (e.g. nametag, shirt, hat) and visitors on-site are registered and wear a tag/badge identifying them as visitors
8. Procedures are in place to prevent unsupervised access to children/youth by strangers (staff from facility being utilized, other users of facility, delivery people, etc.)

## **Supervision and Program Management**

1. Procedures are in place to:
  - Enroll children/youth
  - Sign children/youth in and out (as well as paid and volunteer staff)
  - Release children/youth at close of camp and contingency plans are in place for late pick-ups
2. Supervision ratios of adults to children/youth take into account the age of campers and activity involved
3. Involving Parents/Guardians:
  - Communicate camp program outcomes, dress code, code of conduct, photo release, sign in and out procedures, emergency contact information for program director and alternate, and emergency procedures to parents
  - Collect information for contacting the parent/guardian in case of an emergency
  - Provide parents/guardians access to their children/youth at all times
  - Develop plans for children/youth supervision when parents are visiting
4. Plans for the care and supervision of campers during evening/overnight activities and lodging (e.g. rooming lists, cabin/room checks, chaperones) are in place
5. Unique developmental needs of age groups being served are incorporated in camp program plan (e.g. activity transitions, special needs, age limits)
6. Activity/lesson plans for each session are developmentally appropriate, content driven & experientially delivered
7. Orientation for children/youth includes:
  - Emergency procedures for evacuation or lockdown of property
  - Procedures to be taken in cases of severe weather, fire, natural disaster
  - Actions to take when personal health or physical and emotional safety feel threatened (e.g. bullying, risky behavior)
  - Dress Code and Code of Conduct
8. Paid and volunteer staff roles, responsibilities and accountability are clearly articulated

## **Accident Prevention**

1. Procedures are in place for the safe transportation of children/youth
2. An appropriately trained staff member is on-site and available to administer medication and attend to emergencies at all times
3. Safety plans (e.g. first aid kit, cell phone, emergency treatment permission available) are in place during on and off-site programming including extra staffing during water events, rock climbing and similar activities
4. Accident insurance has been secured for children/youth and volunteers
5. Contingency plans are in place for responding to emergencies (e.g. serious injury, accidents, inclement weather, missing child, security lockdown, fire evacuation)

## **Physical Environment**

1. Procedures are in place to ensure a safe physical environment for all children/youth and staff (e.g. fire/building codes followed, exits clearly marked, equipment checked for safety)
2. Children/youth are informed of emergency evacuation practices, meeting locations, and accountability routines

## **Health & Sanitation & Nutrition**

1. Procedures are in place for children/youth health requirements (whether or not medications will be administered and stored by staff, whether children/youth can self administer a medication, procedure to handle allergies, care of children/youth who become sick after arrival, etc.)
2. Hand washing procedures are in place for children/youth and adults
3. Meal and snack planning follows USDA nutrition requirements
4. A mental health professional (e.g., Military Family Life Consultant or similarly trained professional) is on site during residential camps/programs

**Plan for a Risk Assessment on-site review prior to use of a facility being used for camps.**