



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

AGREEMENT# IA 315-214

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

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the CONTRACTOR can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **Exhibit "A"** attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by PARKS, and be completed on November 30, 2016, unless terminated sooner as provided herein. Agreement shall automatically expire on December 31, 2016, unless otherwise extended by amendment.

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 estimated that the cost of accomplishing the work herein will not exceed **Ninety-Eight Thousand and No/100ths Dollars (\$98,000.00)**. 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 as set forth in accordance with the budget in **Exhibit "A"** which is attached hereto and incorporated herein.

BILLING PROCEDURE

The CONTRACTOR shall submit invoices no more often than monthly. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, 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.

RECORDS MAINTENANCE

The parties to this contract 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 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

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the state of Washington. 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 copyright, patent, register, and the ability to transfer these rights.

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 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.

INDEMNIFICATION

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

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.

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, contract 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 contract 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.

PROJECT MANAGEMENT

The project representative 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 Representative for CONTRACTOR is: Sam Jarrett, Natural Areas & Recreation Manager, Washington State Department of Natural Resources, South Puget Sound Region, telephone (360) 825-1631 and email address: sam.jarrett@dnr.wa.gov.

The Project Representative for PARKS is: Jamie Van De Vanter, Planner, Washington State Parks and Recreation Commission, Northwest Region Office, telephone (360) 755-5262, and email address: jamie.vandevanter@parks.wa.gov.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State Parks and Recreation Commission

Washington State Department of Natural Resources

By: *Mark J. Blaine*

By: *AKZ*

Title: Chief Financial Officer

Title: Region Manager

Date: 4/09/15

Date: 4/2/15

Approved As To Form:
William Van Hook
Asst. Attorney General
02/20/07

RECEIVED ON

APR 09 2015

**CONTRACTS AND
PROCUREMENT**

Exhibit "A"

Scope of Work

Project Summary:

Department of Natural Resources (DNR) will provide design, permitting and construction services necessary to implement the Recreation and Conservation Office (RCO) funded mountain bike trail project (#12-1248D) at Ollalie State Park for the Washington State Parks and Recreation Commission (PARKS).

Task A: Permitting:

- Review and advise permit applications and approach.
- Utilize DNR Programmatic Trail Development Clear & Grade Permit with King County Department of Permitting and Environmental Review and draft, coordinate, submit, and obtain approval of Project Request For Concurrence (RFC).
- Draft, submit and obtain Industrial Fire Precaution Level (IFPL) Waiver
- Advise on Hydraulic Project Application approach and other permit applications as needed completed by PARKS.

Task A Deliverables will include:

1. Copy PARKS Project Representative permit submittal documents and relevant permitting agency correspondence.

Task B: Design:

- Identify Trail Standard/Design Parameters/Difficulty Rating including:
 - Minor trail re-routes designed approximately within USFS Trail Class 1-2.
 - Approximately target USFS (Intermediate) designed use difficulty rating, backcountry cross-country non-motorized multiple-use mountain bike trail.
 - Local deviations from Design Parameters may be established based on trail-specific conditions, topography, or other factors, provided that the deviations are consistent with their management intent, and agreed upon by the Project Coordinators.
- Identify and map construction and feature locations including:
 - Trail route, small trail re-routes and design compliance with permits.
 - Assist with small re-routes and continual design feedback on the as-built approx. 3.3 mile length decommissioned road-to-trail conversion trail segment to meet trail management objectives and on the approx. 5.3 mile length new trail route on west end of project.
 - Determine positive/negative control points on .4 mile central trail segment connecting two abandoned logging roads at approximately 400' elevation difference at Trail Segment OTW-4 on Draft Trail Site Plan dated 3/4/2015.
 - Identify rock armored crossings, culverts and bridges (if required).
 - Provide construction feedback to meet trail management objectives.
 - Identify and map locations of trail viewpoints and construction access points.
 - Revise and update Draft Trail Site Plan dated 3/4/1015.

Task B Deliverables will include:

1. Submit draft and final narrative summary of Trail Standard/Design Parameters/Difficulty Rating details for PARKS information, review and comment.
2. Submit draft and final revised Trail Site Plan for PARKS review and comment.
3. Attend review meetings and copy PARKS Project Representative relevant Project correspondence.

Task C: Project Scoping:

- Identify method and timing of construction for each trail segment including build method, selection of contractor/non-profit, construction sequence, Project schedule and Phased Construction Plan.

Task C Deliverables will include:

1. Submit draft and final Phased Construction Plan for PARKS review and comment.
2. Attend review meetings and copy PARKS Project Representative relevant Project correspondence.

Task D: Contracts/Agreements:

- Negotiate DNR Cooperative Agreements and construction costs with non-profit organizations such as Mountains to Sound Greenway and Evergreen Mountain Bike Alliance with references to DNR Programmatic King County Clear and Grade permit and Request for Concurrence (RFC) permit requirements and Phased Construction Plan.

Task D Deliverables will include:

1. Submit draft and final DNR Cooperative Agreements for PARKS review and comment.
2. Attend review meetings and copy PARKS Project Representative relevant Project correspondence.

Task E: Construction Management:

- Provide ongoing contractor/non-profit feedback and permit compliance throughout construction.
- Attend Project Start-Up Meeting.
- Schedule and attend office construction coordination meetings.
- Conduct ongoing field visits, anticipated to average once per week during active construction.
- Conduct additional field visits during early phase construction to ensure contractor/non-profit compliance and understanding of proper trail management objective implementation.
- Review and approval of contractor payment requests.
- Substantial Completion and Final Inspections with punch lists, final permit approvals, and Project Closeout procedures for each Construction Phase.

Task E Deliverables will include:

1. Provide ongoing communications with Parks Project Representative on Project schedule, construction progress and required PARKS assistance.
2. Provide Parks Project Representative minimum 48-hour notice prior to Substantial Completion Inspections, Final Completion Inspections, and significant milestone construction inspections for attendance.
3. Submit Substantial Completion punch lists, Final Acceptance letter and Project Closeout Procedures for PARKS review and comment.
4. Submit Contractor payment requests to PARKS Project Representative for review prior to payment.

Task F – Construction

- DNR will implement construction through separate cooperative agreements with organizations such as Mountains to Sound Greenway and Evergreen Mountain Bike Alliance, subject to negotiation of construction costs, and organization availability.

Task F: Deliverables will include:

1. Copy PARKS Project Representative contractor payments, construction progress updates and construction schedule on ongoing basis, subject to terms of negotiated Cooperative Agreements.

ASSUMPTIONS

Once a good faith estimate for the cost of construction is approved by the Commission, this agreement will be amended to include those costs, as well as additional materials and any other additional services provided.

Procurement of any for-profit assistance will be in accordance with all state statutes, rules, and agency policies.

PERIOD OF PERFORMANCE

Project Milestones:

Project Start	Notice to Proceed
Permitting Completed	May 1, 2015
Tentative Phase I Construction	July 1 – October 31, 2015
Tentative Phase II Construction	April 1 – October 31, 2016
Final Closeout	December 31, 2016

PAYMENT

Task A: Permitting	not to exceed \$25,000
Task B: Adaptive Trail Design	not to exceed \$20,000
Task C: Project Scoping	not to exceed \$ 8,000
Task D: Contracts/Agreements	not to exceed \$20,000
Task E: Construction Management	not to exceed \$25,000
Task F: Construction	not to exceed <u>(cost to be determined)</u>
Total	\$ 98,000

CAD NO. 1500-PSPD-2009-03SITEPLAN

NO.	REVISIONS	INT.	APP.	DATE

ACTION	BY	DATE
DESIGNED	JMZ	06/09
DRAWN	ELI	06/09
CHECKED (FIELD)		
CHECKED (HQ/ETS)		

REGISTERED STAMP

WASHINGTON STATE PARKS AND RECREATION COMMISSION



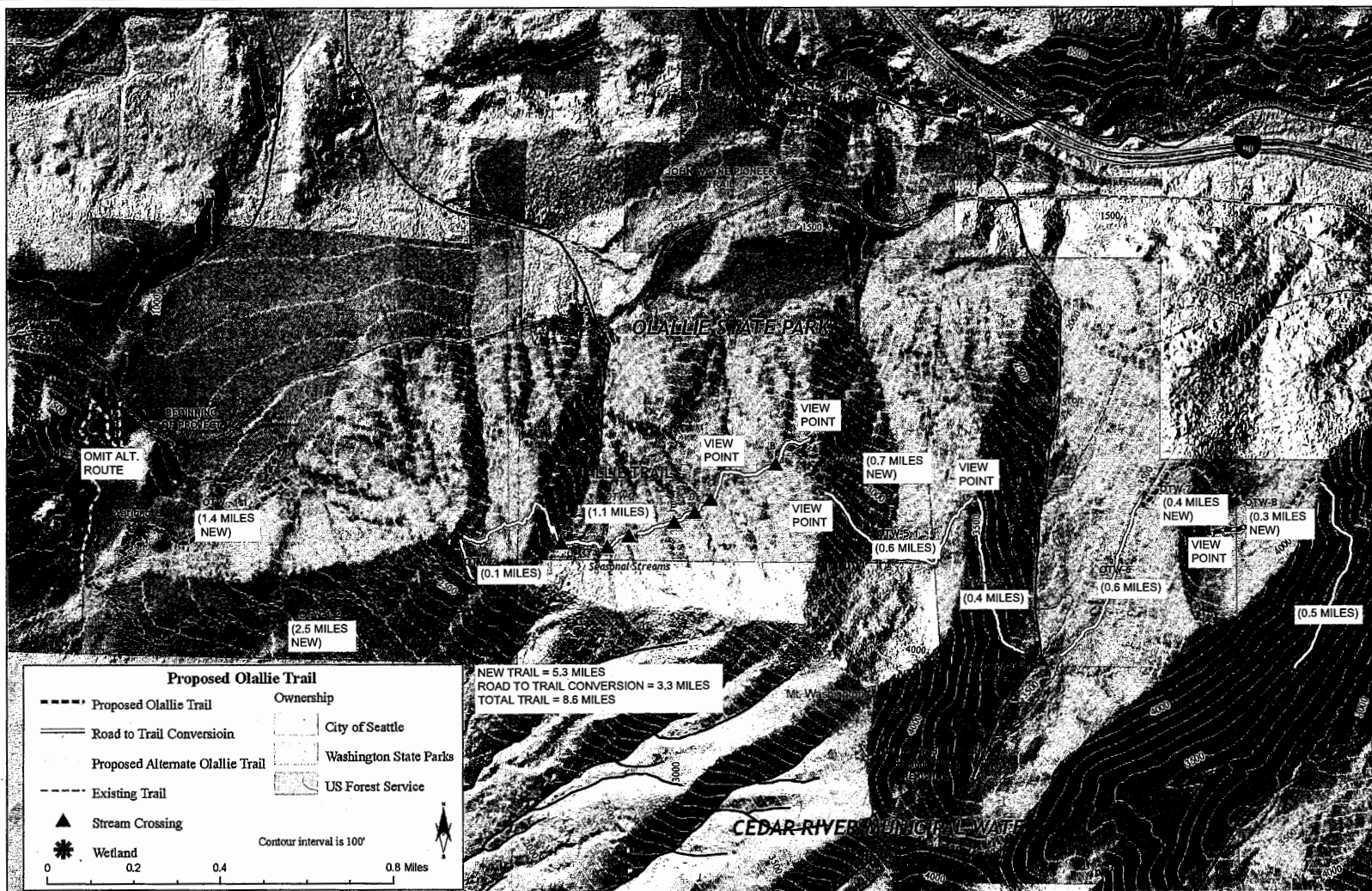
IRON HORSE STATE PARK

OLALLIE TRAIL

DRAFT TRAIL SITE PLAN 3-4-2015

SCALE AS SHOWN

FILE NO.



NOTE:

FOR TRAIL CONSTRUCTION LOGS SEE SHEET G-601 THROUGH G-604.