



DEPARTMENT OF
ECOLOGY
State of Washington

Set up
for
ESRP
1,542,500

**IAA No. C1400088
(RCO 15-05)**

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

RECREATION AND CONSERVATION OFFICE

THIS INTERAGENCY AGREEMENT is made and entered into by and between the STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY," and the RECREATION AND CONSERVATION OFFICE hereinafter referred to as the "RCO" pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding for restoration projects in the Yakima Basin as identified in the Scope of Work. RCO will amend or create new agreements with local organizations to implement projects by June 30, 2015. The emphasis will be to get projects on the ground as soon as possible.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) STATEMENT OF WORK

RCO 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 in Appendix A, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this IAA shall commence on **September 1, 2013**, and be completed by **June 30, 2015**, unless terminated sooner as provided herein.

3) PAYMENT

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and in accordance with Governor's Executive Order 10-07. This is a performance-based contract, in which payment is based on the successful completion of expected deliverables. The parties have determined that the cost of accomplishing the work herein will not exceed \$1,606,051. Payment for

satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the terms set forth in accordance with the tasks listed in Appendix A, Statement of Work and Budget, which is attached hereto and incorporated herein. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

4) BILLING PROCEDURE

The RCO shall submit invoices to ECOLOGY for payment. All invoices are to be delivered to the attention of at the following address:

Cathy Hubbard
Shorelands and Environmental Assistance Program
P.O. Box 47600
Olympia, WA 98504-7600

Physical Address:
300 Desmond Drive SE
Lacey, WA 98503

Invoices may be submitted on a quarterly basis, but no less often than monthly. RCO will submit quarterly progress reports with the payment requests. Payment requests must have a written accompanying report.

Each invoice shall reference the Agreement (IAA) number and clearly identify the items related to performance under this agreement. All expenses invoiced shall be supported with copies of invoices paid. Upon expiration of the Agreement, 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. Payment will be within 30 days of receipt of properly completed invoice.

Payment for approved and completed work will be issued through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must register as a state-wide vendor by submitting a state-wide vendor registration form and an IRS W-9 form at website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.

5) 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.

6) SUBCONTRACTORS

RCO agrees to take complete responsibility for all actions of any Subcontractor used for the performances under this agreement.

Prior to performance, RCO shall identify subcontractor(s) who will perform services in fulfillment of agreement requirements, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract.

7) 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.

8) 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.

9) GOVERNANCE AND PRECEDENCE

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 Federal and State of Washington statutes, regulations and rules.
- b. Mutually agreed written amendments to this Contract.
- c. Statement of Work and Budget.
- d. Any other provisions of the Agreement, including materials incorporated by reference.

10) 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.

11) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that 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 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.

12) 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.

13) 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.

14) TERMINATION

Either party may terminate this Agreement upon thirty (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.

15) 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 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.

16) 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.

17) AGREEMENT MANAGEMENT

The 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.

PROJECT MANAGER (ECOLOGY)

Derek I. Sandison
Office of the Columbia River (OCR)
Department of ECOLOGY
15 West Yakima Ave -- Suite 200
Yakima, WA 98902-3452
Phone: (509) 457-7120

Email: dsan461@ecy.wa.gov

CONTRACT MANAGER (ECOLOGY):

Cathy Hubbard
OCR Contracts Manager
Department of ECOLOGY
PO Box 47600
Olympia, WA 98504-7600
Phone: (360) 407-6491
Fax: (360) 407-6902
Email: cahu461@ecy.wa.gov

PROJECT MANAGER (RCO)

Brian Abbott, Executive Director
Governor's Salmon Recovery Office
Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Phone: (360) 902-2638

Email: abbott.brian@rco.wa.gov

CONTRACT MANAGER (RCO)

Mark Jarasitis, Chief Financial Officer
Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Phone: (360) 902-3006

Email: mark.jarasitis@rco.wa.gov

18) 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.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of Ecology

State of Washington
Recreation and Conservation Office

Polly Zehm 9/24/13
Polly Zehm
Deputy Director
Date

Scott R. Rabin 9/23/13
Kaleen Cottingham
Director
Date

Approved as to form:
Attorney General's Office

RECEIVED

OCT - 2 2013

RECREATION AND CONSERVATION OFFICE

APPENDIX A

STATEMENT OF WORK AND BUDGET

The RCO shall provide the following services:

- 1) RCO will manage a select list of restoration projects provided by ECOLOGY. RCO will use the agency's electronic project management system (PRISM) for contracting, billing, and tracking progress. Each project will be assigned a salmon section project manager that will provide assistance to the local organization implementing the project.

Specific tasks include:

- a) Set up new projects in PRISM or amend existing contract scopes and budgets to accomplish the project objectives;
 - b) Establish key project milestones for accomplishing tasks outlined in the project agreement;
 - c) Provide reimbursement to the local organization for project expenses once a complete billing is approved by RCO. Billings are typically processed within 10 days.
 - d) Review and approve progress reports submitted online through PRISM.
 - e) Ensure that permit, engineering, cultural resources and other applicable documents are attached in PRISM.
 - f) Complete a final inspection of the project site with the local organization comparing as-built design documents to project scope to ensure that project objectives were accomplished.
 - g) Approve final report submitted in PRISM by the local organization.
- 2) Provide quarterly reports on progress to ECOLOGY. Format will be mutually agreed upon by RCO and ECOLOGY. Project information is available to the public online through PRISM SnapShot.
 - 3) RCO will communicate directly with the ECOLOGY lead if there are unforeseen issues with projects or progress in general.

APPENDIX A

STATEMENT OF WORK AND BUDGET

Habitat Enhancement Projects	Sponsor	Amount
Gap to Gap Outfall Relocation	City of Yakima	1,300,000
Bateman Island Causeway Modification Conceptual Design	Mid-Columbia Fisheries Enhancement Group	100,000
Bull Trout Task Force Habitat Improvements	Mid-Columbia Fisheries Enhancement Group	55,000
Gold Creek Habitat Assessment and Conceptual Design	Kittitas Conservation Trust	50,000
Total Habitat Enhancement		1,505,000
Agriculture Conservation Projects		
Yakima-Tieton Irrigation District Feasibility Study Tieton to Ahtanum Exchange	Yakima-Tieton Irrigation District	37,500
Total Agriculture Cons. Projects		37,500
RCO Administration		63,551
Total Budget		1,606,051

✓ amendment

✓ agreement

