

APPROVED

DEC 01 2014

Pacific County Sheriff
Scott L. Johnson

INTERAGENCY AGREEMENT

Between

WASHINGTON STATE PARKS AND RECREATION COMMISSION

And

PACIFIC COUNTY SHERIFF'S OFFICE

RECEIVED ON

AGREEMENT# IA 315-193

DEC 11 2014

**CONTRACTS AND
PROCUREMENT**

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and Pacific County Sheriff's Office 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 the scope of work below:

INTENT:

Parks and County agree that it is in the best interest of the citizens for Pacific County to invest in its boating safety capabilities to support the Parks and U.S. Coast Guard's Recreational Boating Safety Program (RBS) to meet mandates in RCW 79A.05.310 promoting recreational boating safety. Furthermore, the Pacific County Sheriff's Office recognizes that it has the responsibility to address and support recreational boating activities occurring on the waterways within the county's jurisdiction as specified in RCW 36.04.250. Parks recognizes that, in the short term, County does not have the financial resources to invest in a recreational boating safety program and is therefore willing to provide start-up funding to help it achieve approved program status resulting in funding in the form of vessel registration fees. In return for this start-up funding, County agrees to make a good faith effort to promote safe boating within its jurisdiction working in cooperation with other agencies to support RBS patrols, community awareness, education, compliance with boating requirements, and work toward meeting the criteria of an "approved program" satisfying all the criteria in WAC 352.65 by May 1, 2015.

SCOPE OF WORK:

The funds are for the Pacific County Sheriff's Office to assist Parks and carry out specific recreational boating safety program tasks in the county and the waters within its jurisdiction including the Pacific Ocean up to three miles from shore. The funding is provided to support the County for the promotion of recreational boating safety and to accomplish the work specified below during the term of the Agreement:

Operational Readiness: Maintain the patrol vessel in a ready condition to respond or coordinate response to recreational boating emergencies that occur within its jurisdiction. Such emergencies may include swift water response, open water rescue, ice rescue, vessel fire, overdue boater search, or other boating-related emergencies or distress calls.

Recreational Boating Safety Vessel Inspections: Ensure at least 100 written vessel inspections during periods when boats are being launched and the weather is suitable for boating activities. Collaborating

with a volunteer organization, such as the US Coast Guard Auxiliary or US Power Squadron, is an acceptable means to achieve this goal. Copies shall be submitted with each quarterly Summary of Activity Report (SOAR).

Program vessel costs: Vessel maintenance, equipment repair and replacement, including the purchase of new equipment required under state regulations, but not currently on the vessel as of the contract date; and, the operating costs of the Contractor's patrol boat are valid expenses that may be paid for with these funds;

Boating Safety Education: Make a good faith effort to provide PARKS' *Adventures in Boating* education classes by working with the Coast Guard Auxiliary, US Power Squadron or other entity by offering facilities, promotion, and other support to conduct these classes so that 50 students receive a certificate of completion. Funds may be used for the cost of supplies and other goods and services necessary to prepare, conduct and complete the classes. All instructors teaching this class must have successfully completed the State Parks approved instructor training course and utilize State Parks approved instructional materials.

Training: schedule at least one deputy to attend state course CJTC 0460 Basic Marine Law Enforcement training to patrol for enforcement of regulations, response to boating incidents, assisting boaters in distress, and fulfilling accident reporting and investigation requirements.

A letter from the Pacific County Sheriff addressed to the Washington State Parks and Recreation Commission, describing Pacific County's commitment and plans to meet the criteria of WAC 352-65 to achieve approved program status by May 1, 2015.

Quarterly Submittals:

- A quarterly SOAR as provided by Parks to document the County's recreational boating safety program activities.
- County will provide the names of the individuals performing the activities and the number of hours each person spent performing each activity. The SOAR will be filled out electronically and submitted by email per Parks instructions. A copy of the SOAR will also be printed, signed by the Sheriff and submitted by mail to Parks.
- Copies of all inspection/examination forms completed during each quarter (including those completed by volunteer organizations when they work in conjunction with the County Sheriff's Office) to document activities. Parks will provide vessel inspection forms. If the Parks forms are used, submit the yellow copy of each form completed.
- A daily contact sheet detailing recreational boating safety contacts made during agency operations. The Contact sheet must include the name of the individual performing the operation, start/completion time a description of the vessel and individual contacted, and include the vessel registration number or documented vessel name.
- Copy of any attendance rosters listing partner agencies worked with and the individuals who successfully completed the required *Adventures in Boating* classes, instructors, and copies of all billing expenditures for the cost of supplies, light refreshments and other goods & services to teach each class.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on December 12, 2015, and be completed on September 30, 2015, unless terminated sooner as provided in this Agreement, or extended through a properly executed 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 Thirteen Thousand and No/100ths (\$13,000.00). 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.

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. Each invoice voucher submitted to Parks by County shall include copies of all invoice billings for pre-approved expenditures essential for the operation and maintenance of the County's patrol vessel.

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.

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: Scott Johnson, Sheriff, Pacific County Sheriff's Office, PO Box 27, South Bend, WA 98586-0027, telephone (360) 875-9397, email address: sjohnson@co.pacific.wa.us.

The Project Representative for PARKS is: Hoyle Hodges, Boating Program, PO Box 42650, Olympia, WA 98504-2650, telephone (360) 902-8835, email address: hoyle.hodges@parks.wa.gov.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State Parks and
Recreation Commission

Pacific County Sheriff's Office

By: 

By: 

Title: CFO

Title: SHERIFF

Date: 12/15/14

Date: 12-10-14

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

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