

**INTERAGENCY AGREEMENT
BETWEEN THE
STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS
MISSION CREEK CORRECTIONS CENTER FOR WOMEN
AND
THE NORTH MASON REGIONAL FIRE AUTHORITY**

THIS AGREEMENT, Pursuant to Chapter 39.34 RCW is made and entered into by and between the Department of Corrections, Mission Creek Corrections Center for Women, hereinafter referred to "DOC", and the North Mason Regional Fire Authority, hereinafter referred to as the "AUTHORITY".

IT IS THE PURPOSE OF This AGREEMENT TO provide fire protection for the Mission Creek Corrections Center for Women.

IT IS, THEREFORE MUTUALLY AGREED, IN ACCORDANCE WITH CHAPTER 52.12.031(3) OF THE REVISED CODE OF WASHINGTON, THAT

STATEMENT OF WORK

The AUTHORITY shall furnish the necessary personnel and 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. Unless otherwise specified, the AUTHORITY shall be responsible for performing all fiscal and program responsibilities as set forth in Exhibit "A".

TERMS AND CONDITIONS

All rights and obligations of the parties to this agreement shall be subject to and governed by the Special Terms and Conditions contained in the text of this agreement.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this agreement shall commence upon the Date of Execution (D.O.E.), and extend through June 30th, 2010, unless terminated sooner as provided herein.

IN CONSIDERATION WHEREOF:

DOC shall pay to the AUTHORITY for those services provided herein as follows:

1. A fee based on the valuation of buildings and equipment at said state facilities

calculated at a rate levied on other commercial properties in the AUTHORITY, including special levies, benefit assessment charges and bond issues. Said fee shall be for fire protection services necessary for the protection and safety of personnel and property pursuant to the provisions of Chapter 39.34 of the Revised Code of Washington as now or hereafter amended.

2. The fee for the period July 1, 2014 through June 30, 2015 shall be based upon the following:
 - a) Valuation: \$6,190,000
 - b) Fire Levy Rate: \$1.50 per \$1,000 of valuation
 - c) Special Levy for ambulance service (EMS Levy) at the rate of \$0.4713 per \$1,000 of valuation
 - d) The annual rate shall be \$12,202.35.
3. Payments shall be made on a fiscal year basis upon notification of the amount from the AUTHORITY to the State. Payments shall be made directly to the AUTHORITY unless the AUTHORITY indicates payment shall be made to the Treasurer of the County of jurisdiction.

BILLING PROCEDURE

DOC will reimburse the AUTHORITY upon receipt of properly executed vouchers. Claims for payment submitted by the AUTHORITY to DOC for costs due and payable under this agreement that were incurred prior to expiration date shall be paid by DOC if received by DOC within 120 days after the expiration date.

NON-DISCRIMINATION

In the performance of this agreement, the AUTHORITY shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and Chapter 49.60 RCW, as now hereafter amended. The AUTHORITY shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part; and
- b) Denying an individual the opportunity to participate in any program provided by this agreement through the provisions of services, or otherwise afforded others.

In the event of the AUTHORITY's non-compliance or refusal to comply with the above provisions, this agreement may be rescinded, cancelled, or terminated in whole or in part, and the AUTHORITY declared ineligible for further agreement with DOC. The AUTHORITY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute

may be resolved in accordance with the "Disputes" procedure set forth therein.

RECORDS AND MAINTENANCE

The AUTHORITY and DOC 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. The AUTHORITY will retain all books, records, documents, and other material relevant to this agreement for five 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.

CONTRACT MANAGEMENT

The work described herein shall be performed under the coordination of the Program Manager, the Superintendent of the Mission Creek Corrections Center or his/her designee and the Fire Commissioner of the AUTHORITY, or their successors, who will provide assistance and guidance to the other party necessary for the performance of this agreement

INDEMNIFICATION

Each party shall defend, protect, and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing this contract.

AGREEMENT ALTERATIONS AND AMENDMENTS

DOC and the AUTHORITY may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the AUTHORITY and the Secretary or his/her delegates for DOC.

TERMINATION

Except as otherwise provided in this agreement, either party may terminate this agreement upon 30 days written notification. If this agreement is so terminated, the terminating party shall be liable for only performance in accordance with the terms of this agreement for performance rendered prior to the effective date of termination.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the department may terminate the contract under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

DISPUTES

In the event that a dispute arises under this agreement, it shall be determined in the following manner. The Secretary of DOC shall appoint a member to the Dispute Board. The AUTHORITY shall appoint a member to the Dispute Board. The Secretary and the AUTHORITY shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

ORDER OF PRECEDENCE

In the event that of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State Statutes and Regulations;
- The Terms and Conditions of this contract; and
- Any other provisions of the contract whether incorporated by reference or otherwise.

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.

IN WITNESS WHEREOF, parties have executed this agreement.



(Signature)

Beau Bakken

(Printed Name)

Fire Chief

(Title)

4-23-14
(Date)

(Signature)

Gary Banning

(Printed Name)

Contracts Administrator

(Title)

(Date)

Approved as to Form:
This contract format was approved
by the Office of the Attorney General.
Approval on file.

Exhibit A

STATEMENT OF WORK

The AUTHORITY shall provide the following to The Mission Creek Corrections Center:

- Fire Protection for buildings and facilities.
- Fire Protection for staff and residents.
- Ambulance services for staff and residents.
- Annual fire safety training to staff.
- Annual fire safety inspections
- participation in joint fire drills