



ODF Funding for Tillamook Forest Center  
 OPRD IAA #7909  
 ODF IAA [###-###-###]

## **INTERAGENCY AGREEMENT**

### **ODF Tillamook Forest Center Position Funding**

This Agreement is between Oregon Parks and Recreation Department (OPRD) and Oregon Department of Forestry (ODF), both individually without distinction as "Party" and collectively as the "Parties."

### **SECTION 1: AUTHORITY**

This Agreement is entered into pursuant to the authority granted by ORS 190.110 and 283.110, allowing state agencies to enter into agreements with other state agencies to cooperate in performing duties, exercising powers or administering policies or programs.

### **SECTION 2: PURPOSE AND BACKGROUND**

OPRD will assist ODF in funding positions at the Tillamook Forest Center (TFC).

#### BACKGROUND

- 1) Partners in Planning and Development
  - a) ODF and OPRD have collaborated on the TFC since passage of the project's authorizing legislation in 1991. Under that legislation and subsequent comprehensive work plans, ODF was assigned the lead role for developing and operating the TFC, and for conducting recreation management activities in the Tillamook State Forest. OPRD provided crucial planning assistance and expertise throughout TFC development. The two agencies have enjoyed a collaborative and collegial working relationship throughout this project.
  
- 2) Board of Forestry and OPRD Commission Approve Funding Four Seasonal Positions
  - a) After a thoughtful process, the work group recommended OPRD fund positions. The recommendation was endorsed by both the Board of Forestry and the OPRD Commission.

### **SECTION 3: EFFECTIVE DATE AND DURATION**

This Agreement shall begin on the date of the last signature ("Effective Date"), and shall terminate on July 30, 2027, unless terminated earlier in accordance with Section 7.

## **SECTION 4: AUTHORIZED REPRESENTATIVES**

### **4.1 OPRD's AUTHORIZED REPRESENTATIVE IS:**

Dennis Wiley  
725 Summer St. NE, Suite C  
Salem, OR 97305  
503-986-0723 Office  
[dennis.wiley@oregon.gov](mailto:dennis.wiley@oregon.gov)

### **4.2 ODF's AUTHORIZED REPRESENTATIVE IS:**

Fran McReynolds  
45500 Wilson River Hwy  
Tillamook, OR 97141  
503-815-68177 Office  
[fran.A.McREYNOLDS@oregon.gov](mailto:fran.A.McREYNOLDS@oregon.gov)

### **4.3 A PARTY MAY DESIGNATE A NEW AUTHORIZED REPRESENTATIVE BY WRITTEN NOTICE TO THE OTHER PARTY.**

## **SECTION 5: RESPONSIBILITIES OF EACH PARTY**

- 5.1** OPRD will plan for and budget accordingly to ensure funds are available. The funds will be used for seasonal interpretation/education positions. Each biennial budget development cycle, ODF shall provide OPRD with the Position Inventory Control System (PICS) based cost of these positions and standard inflation from the Statewide budget instructions on the associated Services and Supplies. ODF's Budget Manager shall communicate with OPRD's Budget Manager to establish any compensation changes to section 6.1.
- 5.2** OPRD will respond to billing invoices submitted by ODF's TFC Unit requesting funds for the actual costs associated with the positions.
- 5.3** ODF: The positions are ODF employees who are fully integrated into the TFC team. All lines of supervision and responsibility for the positions are vested in ODF.
- 5.4** ODF will coordinate with OPRD during the recruitment process for these positions so as to alert OPRD employees and managers about the employment opportunities. ODF and OPRD will also strive to share training opportunities for ODF and OPRD interpretive staff as well as explore position exchanges to provide additional experience and training to employees of both departments.
- 5.5** ODF carries the FTEs and budget authority for these positions as part of its State Forest Program budget. During development of each biennial budget request, ODF's budget

unit will coordinate with OPRD's budget unit to ensure sufficient resources to fund these positions.

- 5.6 ODF (TFC Unit) will submit an invoice to OPRD to recover costs for seasonal interpretation/education positions at the end of each fiscal year and then again at the termination of the position(s). Included in this will be personal services (payroll plus OPE) costs for the positions themselves.
- 5.7 ODF will insure that OPRD brochures are displayed and distributed at the TFC. An interpretive panel near the front entry area will describe the OPRD role at TFC and use of Parks and Natural Resource Funds.
- 5.8 BOTH PARTIES SHALL periodically review operations under this IAA.

## **SECTION 6: COMPENSATION AND PAYMENT TERMS**

- 6.1 OPRD agrees to pay ODF for the 17-19 biennium an amount not to exceed **\$142,511** for the performance of this agreement. Each biennium thereafter, payments may be adjusted based on section 5.1 and revenues available to OPRD.
- 6.2 Interim payments shall be made to ODF. Interim payments will be made on the basis of requests for payment submitted according to the following schedule:
  - 6.2.1 At the end of each fiscal year and then again at the termination of the position(s)
- 6.3 ODF agrees to submit a final invoice for work completed under this agreement, not later than 45 days after the expiration date of this agreement. Due to restrictions imposed by the funding agency, the OPRD may be unable to pay invoices presented later than 45 days after the expiration date of the agreement.
- 6.4 All requests for payment will be submitted to: OPRD Project Manager designated in this agreement.
- 6.5 All requests for payment must include documentation of expenditures for OPRD to determine conformance with the terms of the agreement, the budget, and the expenditures that are allowable.
- 6.6 All payments are contingent on satisfactory progress or completion of work to date, as determined by OPRD. All requests for payment are subject to the approval of OPRD. Final payment will be made after final acceptance of all work.

## **SECTION 7: TERMINATION**

- 7.1 This Agreement may be terminated at any time by mutual written agreement of the Parties.
- 7.2 A Party may terminate this Agreement upon 30 days written notice to the other Party.

- 7.3 A Party may terminate this Agreement immediately upon written notice to the other Party, or at such later date as the terminating Party may specify in such notice, upon the occurrence of any of the following events:
- 7.3.1 The terminating party fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient in the terminating Party's reasonable administrative discretion, to perform its duties under this Agreement;
  - 7.3.2 Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the terminating Party's performance under this Agreement is prohibited or the terminating Party is prohibited from paying for such performance from the planned funding source;
  - 7.3.3 The other Party materially breaches a covenant, warranty or obligation under this Agreement, or fails to perform its duties within the time specified in this Agreement or any extension of that time, or so fails to pursue its duties as to endanger that Party's performance under this Agreement in accordance with its terms, and such breach or failure is not cured within 20 days after delivery of the terminating Party's notice to the other Party of such breach or failure, or within such longer period of cure as the terminating Party may specify in such notice.

## **SECTION 8: AMENDMENTS**

The terms of this Agreement may not be waived, altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement of the Parties.

## **SECTION 9: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement shall be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid, to a Party's Authorized Representative at the address, number or email address set forth in this Agreement, or to such other addresses or numbers as a Party may indicate pursuant to this Section 9.

## **SECTION 10: SURVIVAL**

All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the Parties prior to termination.

## **SECTION 11: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms

and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 12: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

## **SECTION 13: LIABILITY AND INSURANCE**

- 13.1** The Parties understand that each is insured with respect to tort liability by the State of Oregon Insurance Fund, a statutory system of self-insurance established by ORS Chapter 278, and subject to the Oregon Tort Claims Act (ORS 30.260 to 30.300). Each Party agrees to accept that coverage as adequate insurance of the other Party with respect to personal injury and property damage.
- 13.2** The Parties agree that any tort liability claim, suit, or loss resulting from or arising out of the Parties' performance of, or activities under, this Agreement shall be allocated, as between the Parties, in accordance with law by Risk Management of the Department of Administrative Services for purposes of the Parties' respective loss experiences and subsequent allocation of self-insurance assessments under ORS 278.435. Each Party to the Agreement agrees to notify Risk Management and the other Party in the event it receives notice or knowledge of any claims arising out of the Parties' performance of, or activities under, this Agreement.

## **SECTION 14: DAS REPORTING REQUIREMENT**

The Parties agree that OPRD shall be the Reporting Party for purposes of ORS 190.115, Summaries of Agreements of State Agencies. OPRD shall submit a summary of this Agreement to the Oregon Department of Administrative Services through the electronic Oregon Procurement Information Network (ORPIN), within the 30-day period immediately following the Effective Date of the Agreement.

## **SECTION 15: RECORDS**

The Parties shall create and maintain records documenting their performance under this Agreement. The Oregon Secretary of State's Office, the federal government, the other Party, and their duly authorized representatives shall have access to the books, documents, papers, and records of a Party that are directly related to this Agreement for the purposes of making audit, examination, excerpts, and transcripts for a period of six years after termination of this Agreement.

## **SECTION 16: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws and regulations.

## **SECTION 17: NO THIRD PARTY BENEFICIARIES**

FIRST AGENCY and SECOND AGENCY are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

## **SECTION 18: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligation under this Agreement caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond that Party's reasonable control.

## **SECTION 19: MERGER, WAIVER AND MODIFICATION**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

## **SECTION 20: SUBCONTRACTS AND ASSIGNMENT**

- 20.1 Neither Party may enter into any subcontracts for the performance of any of its obligations under this Agreement, without the prior written consent of the other Party.
- 20.2 Neither Party may assign, delegate or transfer any of its rights or obligations under this Agreement, without the prior written consent of the other Party.

## SECTION 21: ADDITIONAL PROVISIONS

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.  
STATE OF OREGON acting by and through its STATE OF OREGON acting by and through its:

<u>Oregon Parks and Recreation Department OPRD</u>	<u>Oregon Department of Forestry ODF</u>
By: <u><i>Lisa Sumption</i></u> (signature of Printed Name below)	By: <u><i>Fran McReynolds</i></u> (signature of Printed Name below)
<u><i>Lisa Sumption</i></u> Printed Name	<u><i>Fran McReynolds</i></u> Printed Name
<u><i>Director</i></u> Title	<u><i>Center Director, TFC</i></u> Title
<u><i>1/25/17</i></u> Date	<u><i>January 24, 2017</i></u> Date