



INTERAGENCY AGREEMENT
DEPARTMENT OF NATURAL RESOURCES (DNR)
NO. 93-108196

PI: 2T6

Funding Source: State

Grant Funded: Yes No

OMWBE: Not Applicable

Procurement method: Exempt, Department of Enterprise Services Sole Source Policy No. POL-140-00, Section 5A, Item 1, RCW 39.29.125(10)

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and the below named firm, hereinafter referred to as the Washington State Department of Commerce (COM).

DNR and COM enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

Washington State Department of Commerce

1011 Plum Street SE

Olympia, WA, 98504

Phone: 360-764-0126

Email: elizabeth.king@commerce.wa.gov

Statewide Vendor # (SWV): SWV0007526

IT IS MUTUALLY AGREED THAT:

1.0 Purpose. The purpose of this Agreement is to provide technical assistance to electric utilities in the state as they develop and implement wildfire mitigation plans. This interagency agreement will reduce duplication of efforts around existing technical support provided by both agencies and will support efforts to reduce the risk of wildland fires and damage and losses resulting from those fires.

2.0 Scope of Work. The COM shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Exhibit A – Scope of Work.

3.0 Period of Performance. The period of performance under this contract will be from December 31, 2024, or date of execution, whichever is later, through June 30, 2029.

4.0 Payment. Pay for the work provided is established under RCW 39.34.130. The parties estimate that the cost of accomplishing the work will not exceed Seven Hundred Seventy-Three Thousand Eight Hundred Sixty-Two Dollars (\$773,862.00) in total for the performance period. Pay for services shall be based on the rates and terms described in Exhibit B – Budget.

5.0 Billing Procedures. COM shall promptly submit invoices quarterly to DNR for services rendered. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

- A. Agreement number **93-108196**
- B. The (e.g., monthly fixed cost, etc.) for each (month billed, deliverable, etc.)
- C. The total number of hours worked for each employee
- D. The total amount of taxes (if any)
- E. Any other relevant information.
- F. The total invoice charge.

6.0 Records Maintenance. COM shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by COM in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. COM shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to 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 this material to any third parties without first notifying the furnishing party

and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

7.0 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be ‘works for hire’ as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned by the DNR. 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 use, copyright, patent, register and the ability to transfer these rights.

8.0 Independent Capacity. The employees or agents of each party who are engaged in performing 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.

9.0 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

10.0 Termination for Convenience. Either party may terminate this Agreement upon 30 calendar days’ prior written (including email) notice to the other party. If this Agreement is 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.

11.0 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 the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing (including email).

12.0 Disputes. If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

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 evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third-party dispute resolution as the parties mutually agree to in writing.

If the parties cannot resolve the issue within their chains of command, either party may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor’s process will control the dispute resolution.

13.0 Governance. This contract is entered into by 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.

If there is 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:

- (1) Applicable federal statutes and rules;
- (2) State of Washington statutes and regulations;
- (3) Scope of Work; and
- (4) Any other provisions of the agreement, including materials incorporated by reference.

14.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

15.0 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

16.0 Harassment. Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-052 Sexual Harassment: https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

17.0 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

18.0 Responsibilities of the Parties/Indemnification. Each party to this Agreement hereby assumes responsibility for claims and/or damages to person and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm or corporation not a party to this Agreement.

19.0 Insurance. The State of Washington, including all its agencies and departments, is self-insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of State.

21.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

22.0 Contract Management.

CONTRACTOR Contract Manager	DNR Contract Manager
<p>Elizabeth King Washington State Department of Commerce 1011 Plum Street SE Olympia, WA, 98504 <i>Phone:</i> 360-764-0126 <i>Email address:</i> elizabeth.king@commerce.wa.gov</p>	<p>Loren Torgerson Department of Natural Resources 1111 Washington Street SE Olympia, WA, 98504 <i>Phone:</i> 360-902-1011 <i>Email address:</i> loren.torgerson@dnr.wa.gov</p>
CONTRACTOR Project Manager	DNR Project Manager
<p>Elizabeth King Washington State Department of Commerce 1011 Plum Street SE Olympia, WA, 98504 <i>Phone:</i> 360-764-0126 <i>Email address:</i> elizabeth.king@commerce.wa.gov</p>	<p>Loren Torgerson Department of Natural Resources 1111 Washington Street SE Olympia, WA, 98504 <i>Phone:</i> 360-902-1011 <i>Email address:</i> loren.torgerson@dnr.wa.gov</p>

23.0 Subcontracts. Subcontractor means not in the employment of the Agency, who is performing all, or part of the activities related to this Agreement under a separate contract with the Agency responsible for the scope of work as identified within. If utilizing subcontractors to perform the scope of work, the Agency is required to obtain subcontractors in compliance with RCW 39.26. Agency must provide both proof of competitive solicitation and that the solicitation was posted in WEBS, sole source filing and DES approval, or a documented exemption per DES policy, whichever the case may be.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**STATE OF WASHINGTON
DEPARTMENT OF COMMERCE**

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

Signed by:
Jennifer Grove 1/24/2025
7BBCBF83E1F34AE...

Signed by:
Kathryn W. Taylor 1/29/2025
74DED4FAC27A4F7...

Signature **Date**

Signature **Date**

Jennifer Grove

Kathryn W. Taylor

Name

Name

Energy Division Assistant Director (Interim)

DNR Chief Operating Officer

Title

Title

1011 Plum Street SE
Olympia, WA, 98504

1111 Washington Street SE
Olympia, WA, 98504

Address

Address

360-529-9587

360-878-2748

Telephone

Telephone

EXHIBIT A**SCOPE OF WORK****Purpose**

House Bill 1032 requires all electric utilities to publish Wildfire Mitigation Plans. Because each electric utility is unique in fire risk, service territory makeup, and mitigation and staffing resources, they need long-term and customized technical assistance to understand fire risk in their service territory, develop high-quality mitigation plans, understand policy and program implications, and prioritize and fund mitigation projects. The Department of Commerce Energy Resilience and Emergency Management Office (Office) due to its statutory role for energy security, resilience, mitigation, response, and recovery has existing and long-standing relationships with the state's electric utilities. The Office facilitates existing workgroups for electric utilities including a workgroup for wildfire mitigation planning elements. HB 1032 requires DNR to provide technical assistance for utility mitigation plans, having this established interagency agreement will help reduce duplication of efforts around existing work from both state agencies and have a formalized connection to support the partnership required for success at the state level for electric utility wildfire mitigation planning.

Task 1: Wildland Fire Mitigation Plan Technical Assistance**Tasks and Deliverables from the Department of Commerce, Energy Resilience and Emergency Management Office**

1. Have a dedicated full time equivalent (FTE) employee to carry out the required tasks.
2. Facilitate all peer learning and information sharing with the state's electric utilities related to the development of the required Wildfire Mitigation Plan Template, plan writing resources, and broader risk and policy issues related to energy resilience.

Activities may include:

- a. Host monthly Utility Wildfire Mitigation Planning coordination workgroup meeting calls. Host monthly open office hours times to answer questions from utilities. Maintain a record of the communications for DNR review.
- b. Host two biannual two-day workshops with utilities, with one day focused on WMP development and Q&A.
- c. In coordination with DNR, develop and publish guidance, FAQ sheets, or other resources to Commerce and DNR websites to support electric utilities' development of Wildfire Mitigation Plans.
- d. Conduct in person assistance meetings with utilities as requested and maintain a record of meetings, including issues discussed, for DNR review.
- e. Develop data visualizations as requested by utilities and maintain a record for DNR review.
- f. Generate a report quarterly that consists of the employee's tasks accomplished to date. This should include a catalog of any meetings and workshops that were

- hosted and/or facilitated, any guidance, FAQ sheets, or other resources that were created, and any data visualizations that were developed as requested by utilities.
- g. Collect utility feedback related to wildland fire mitigation planning and provide a detailed report of relevant feedback to the DNR and the Utility Wildland Fire Advisory Committee by December 1st of each year.

Tasks and Deliverables from the Department of Natural Resources

1. DNR will provide information and data about wildland fires involving utility equipment to meet the requirements in HB 1032 and support the development of data visualizations.
2. In coordination with COM, serve and be available as a subject matter expert to provide information on wildland fire and resource protection policies, wildland fire suppression activities, wildland fire investigations, and vegetation management for the purpose of wildland fire mitigation planning or other relevant topics.

EXHIBIT B

BUDGET

DNR shall pay an amount not to exceed \$773,862 for the performance period of all things necessary for the performance of work as set forth in the Scope of Work. This is a performance Agreement, and all payments will be based on the completed tasks as described in the Scope of Work. Invoices shall be submitted monthly based on actual costs incurred during that month.

Budget	
Task 1: Plan technical assistance	
For FY 25 not to exceed	\$99,721
For FY 26 not to exceed	\$196,069
For FY 27 not to exceed	\$192,696
For FY 28 not to exceed	\$190,862
For FY 29 not to exceed	\$94,514
Total Budget	\$773,862