

INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE PARKS AND RECREATION COMMISSION
AND
UNIVERSITY OF WASHINGTON

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS" and the University of Washington, hereinafter referred to as "UNIVERSITY".

IT IS THE PURPOSE OF THIS AGREEMENT to provide for UNIVERSITY to complete the work identified in the statement of work that PARKS is unable to perform with its own staff.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

UNIVERSITY 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 Attachment "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall cover work already performed by UNIVERSITY, as detailed in the attached Statement of Work, and will expire no later than June 30, 2014, unless terminated sooner as provided herein, with all deliverables expected no later than June 30, 2014. This agreement becomes effective upon the date last signed and noted below. Contract costs will be allowable beginning May 01, 2013.

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 agreed to split the cost of the project with PARKS contributing 75% and the UNIVERSITY contributing the remaining 25%. The parties have determined that the cost of accomplishing the work herein will not exceed **One Hundred Sixty-Two Thousand, Five Hundred Twelve and No/100ths Dollars (\$162,512.00)** to PARKS, and **Fifty-Four Thousand, One Hundred Seventy and No/100ths Dollars (\$54,170.00)** to UNIVERSITY, for a total project cost of **Two Hundred Sixteen Thousand, Six Hundred Eighty-Two And No/100ths Dollars (\$ 216,682.00)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on rates provided herein.

BILLING PROCEDURE

UNIVERSITY shall submit no more often than monthly invoices for work performed. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days. Invoices shall be submitted to PARKS Representative for approval of payment. For this project UNIVERSITY indirect costs shall not exceed fifteen percent (15%). Billing shall be made on actual itemized work plus indirect costs, not as a lump sum. Payment to UNIVERSITY

for approved and completed work will be made by warrant or account transfer by PARKS within thirty (30) days of receipt of the invoice.

FUNDING

This agreement is funded by a grant from the United States Fish and Wildlife Service, CDFA 15.616, Clean Vessel Act.

RECORDS MAINTENANCE

The parties to this Agreement 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 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 (6) 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

Copyright in all material created by UNIVERSITY and paid for by PARKS as part of this Agreement shall be the property of the State of Washington. Both PARKS and UNIVERSITY may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the State of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which UNIVERSITY uses to perform the Agreement, except material and information obtained from PARKS, shall be owned by UNIVERSITY or such other party as determined by Copyright Law and/or Contractor's internal policies; however, for any such materials, UNIVERSITY hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to PARKS to use the materials for PARKS' internal purposes.

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 (thirty) 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.

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 (fifteen) 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, 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.

GOVERNANCE

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 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.

CONTRACT MANAGEMENT

The project manager 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.

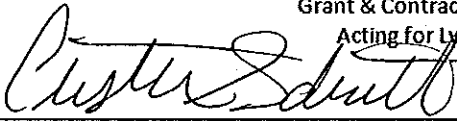
The Project Manager for Washington State Parks is:
Al Wolslegel Clean Vessel Program Manager
Washington State Parks and Recreation Commission
1111 Israel Road SW
PO Box 42654
Olympia, WA 98504-2654

The Project Manager for the University of Washington is:
Lynette Arias, Director
Office of Sponsored Programs
UW Tower 17th Floor
4333 Brooklyn Avenue NE
Seattle, WA 98195-9472

IN WITNESS WHEREOF, the parties have executed this Agreement.

**WASHINGTON STATE PARKS
AND RECREATION COMMISSION**

UNIVERSITY OF WASHINGTON
Cristin Schmitt
Grant & Contract Administrator
Acting for Lynette Arias



Signature

Signature

Chief Financial Officer
Title

Lynette Arias, Director, Office of Sponsored Programs
Title

6/10/13
Date

June 6, 2013
Date

RECEIVED ON

JUN 10 2013

APPROVED AS TO FORM:
William Van Hook /s/
February 2007

**CONTRACTS AND
PROCUREMENT**

ATTACHMENT A
Statement of Work

Sea Grant
Clean Vessel Act Outreach and Education Goals for 2013-14

Purpose

To continue Clean Vessel Act (CVA) education and outreach to boaters and boating access facility operators in Western (Coastal) and Eastern (Inland) Washington.

Objectives

- Increased awareness and use of pumpout stations.
- Increased awareness and number of CVA contracts.
- Increased awareness of environmental and health risks associated with dumping into the states waters.

Approach

- Multipronged (direct outreach, media and events)
- Bottom up (boaters)
- Top Down (managers)

Target Audiences

- Recreational boaters
- Boating access facility operators
- General population through boating publications and news outlets
- Governmental entities
- Boating organizations

Resources

Washington State Parks Clean Vessel Program
Washington Sea Grant Communications and Marine Advisory Services Dept's
Northwest Marine Trades Association
Pacific Coast Congress of Harbormasters and Port Managers
Washington State University Extension
Washington Clean Marina Program (PSA)
National Sea Grant Program
Recreational Boating Association of Washington
Printed, Broadcast and Electronic Media
Boat Shows and Events
Adventures in Boating classes
Boating groups, i.e., CG Aux, Power Squadron
Washington Public Ports Association
Washington Association of Public Utilities
Washington Association of Counties
Washington State Agencies Boating Committee
Pacific Coast Shellfish Growers Association

Coastal and Inland Objectives and Activities

Objectives

- Direct outreach to 2,000 boaters through threaded adapter fitting program.
- Continued direct outreach to facility operators about CVA funding opportunities.
- Heightened focus on Upper, Mid and Lower Columbia and outer-coast and Eastern Washington stakeholders.
- Heightened attention on operations and maintenance reimbursement (O&M).
- Development of formal partnership with CG Aux, to enhance outreach to boaters.

Activities

Focus efforts in both inland and coastal areas that have been targeted by Parks in 2014 grant submittals to U.S. Fish & Wildlife

Work with facility operators to create standardization between boaters and pumpout station equipment – ensuring universal nozzle assemblies at pumpouts are compatible with and open to threaded fittings.

Engage with boaters at high boater volume locations, i.e., State Marine Parks, Port of Friday Harbor and Lower Columbia, Port of Westport, Port of Ilwaco.

Partner with Coast Guard Auxiliary on vessel safety inspections to include distribution of literature and threaded fittings.

Support Governors shellfish initiative by partnering with Pacific Coast Shellfish Growers Association and commercial shellfish growers.

Emphasize program benefits in Inland areas with media and in-person events

Ensure CVA contract award press releases are distributed to appropriate community media

Strengthen public health (gastroenteritis) element in overall messaging.

Explore the potential use of unused technologies such as web-based mapping (Google Maps/Earth, etc...)

Continued presentations and talks to boater and stakeholder groups.

Inland Goals and Objectives and Activities

Goals

- Increased awareness of human and environmental health impacts from illegal boater sewage discharge.
- Increased number CVA contracts Inland stakeholders.

Objectives

Implement a top down/bottom up campaign approach in Eastern Washington through heightened public awareness of the environmental impacts of boater sewage and direct outreach to facility managers.

Top-Down Activities

Conduct annual workshop for Inland boating access facility operators on available recreational boating grants and programs.

Direct outreach to: city, county, port, PUD and Parks and Recreation planning departments; tribal facilities and yacht club leadership.

Bottom-Up Activities

Distribute press releases, articles and other media avenues to raise public and boater awareness about potential health and aquatic impacts from boater sewage, the CVA Program and contact information.*

Eastern Washington boat shows and other sporting events – 1 or 2 a year.

* The purpose of the press releases is to not only recognize grant recipients in their communities but to inform the broader community about the legalities and potential impacts from raw sewage discharge in freshwater and details on the CVA Program.

New Activities and Objectives for 2013-14

Create partnership (MOU) with District 13 Coast Guard Auxiliary to incorporate campaign tools and literature into vessel safety inspections -- providing CG Aux' with training and tools.

Increased focus on Middle and Lower Columbia River as well as outer coast.

Increased direct distribution of threaded adapter fittings to boaters.

Increase direct outreach with target stakeholder groups regarding CVA funding opportunities with heightened attention to operations and maintenance reimbursement and interface with other agency (RCO) opportunities.

Budget

Funding provided by Parks for Inland and Coastal activities shall be allocated in the following manner:

Inland	\$ 65,005.00
Coastal	\$ 97,507.00
Total	\$ 162,512.00

END OF STATEMENT OF WORK
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