

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 December 31, 2011, unless terminated sooner as provided herein, with all deliverables expected no later than November 30, 2011. This agreement becomes effective upon the date last signed and noted below.

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 determined that the cost of accomplishing the work herein will not exceed **Two Hundred Thousand and No/100ths Dollars (\$200,000.00)** to PARKS, based on UNIVERSITY providing **Twenty-Five Percent (25%)** separately towards the total project cost. 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. 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.

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:
Dona Wolfe, Boating 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:
Lynne Chronister, 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

Signature

Signature

Director - Admin, Finance, & Tech

Title

Title

Date

Date

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

ATTACHMENT A **Statement of Work**

Objectives:

- Increase awareness and understanding of the national Clean Vessel Pumpout symbol.
- Increase the number of boat owners and operators who use boat sewage disposal facilities statewide.
- Increase the awareness of boat and marina operators of the environmental consequences and penalties associated with illegal sewage discharges, by understanding:
 - Environmental effects of both raw and treated sewage in state waters.
 - Human health concerns surrounding sewage discharges.
 - Federal and State penalties associated with illegal sewage discharges.

Identify and Reach Target Audiences:

- Advisory Board to identify target audience in collaboration with Puget Sound keeper Alliance (PSA).
- Input from known boating-related partners, such as State Parks Boating Program, NMTA, BoatUS, Pacific Coast Congress of Harbormasters, Clean Marina Washington Program.

Approaches to boaters:

Find ways in which to contact between 25,000 to 250,000 boaters with information and materials with the Clean Vessel Pumpout Symbol prominently displayed:

- Contact boaters while they are recreating.
- Contact boaters at special and trade events.
- Contact boaters through training programs and boater registration requirements.
- Contact marina operators throughout the state.
- Contact boaters through boating organizations, state agencies, and Washington Sea Grant programs.

Develop a variety of educational materials available that would attract boaters' attention, that are useful and would remain in the boaters view for a prolonged period of time. Note* - Obtain approval of all educational materials from State Parks project representative prior to ordering.

Procure and distribute educational materials (examples of possible items):

- Attractive informational fact sheet.
- Placemats, stickers, reusable bags, key floats, ball caps, tee-shirts, etc.
- Create an exhibit (display) to maximize campaign presence at trade shows and boater events. This could include PowerPoint presentations, "window-shade" displays or a booth display.
- Directive signs and pennants/flags that identify pumpout locations within a marina.
- Establish a website with a unique url that would house information about the Clean Vessel program in Washington, to be maintained by the CONTRACTOR through the Contract period.
- Possible radio broadcast public service announcements to be aired statewide (depending on cost/budget).
- Get pumpout use data from State Parks.

Timelines

July-Sept 2009

- Research target audience and approaches
- Select Advisory Board to further refine audience and approaches
- Design promotional items
- Design pre-surveys and distribute at appropriate events, including:
 - Shilshole Marina Boat Show (July 2009)
 - Port Townsend Wooden Boat Festival (September 2009)
 - Lake Union Boats Afloat Show (September 2009)
 - Pacific Coast Congress of Harbormasters Fall Conference, Bremerton (October 2009)
- Develop Web site with pumpout symbol and program information

Aug-Oct 2009

- Consult with pumpout manufacturers and distributors and marine operators about barriers to boater use of pumpouts
- Convene first meeting of Advisory Board
- Continue to distribute pre-surveys

Oct-Nov 2009

- Design and produce remaining campaign elements, including promotional items
- Extend campaign to additional marina and harbormaster contacts
- Begin collecting pump-out use data from State Parks

Nov-Feb 2009

- Intensive targeting during off-season trade show events, including:
 - Washington Sportsmen's Show, Jan 2010
 - Tri-Cities Sportsmen Show Jan 2010
 - Seattle Boat Show, Jan-Feb 2010
 - Spokane Boat Show, Jan-Feb 2010
 - Great Western Sports fishing Show, Feb 2010
 - Pacific Coast Congress of Harbormasters Spring Conference,
- Build partnerships and capacity to expand campaign to Eastern Washington
- Target other boating related events and opportunities that occur throughout the year, including training courses by WSG and mandatory education/registration programs
- Preliminary analysis of data, adjustment of strategy as needed

May-Sept 2010

- Full Western Washington Campaign
- Develop strategy for presence at Opening Day of Boating Season (Seattle) and Green Boating Day (Tacoma)
- Implement all campaign elements in western Washington, using WSG coastal field staff
- Continue to collect pump-out use data from State Parks

Oct-March 2010-2011

- Intensive targeting during off-season trade show events, including:
 - Washington Sportsmen's Show, Jan 2010
 - Tri-Cities Sportsmen Show Jan 2010

- Seattle Boat Show, Jan-Feb 2010
- Spokane Boat Show, Jan-Feb 2010
- Great Western Sports fishing Show, Feb 2010
- Pacific Coast Congress of Harbormasters Spring Conference,
Build partnerships and capacity to expand campaign to Eastern Washington
Target other boating related events and opportunities that occur throughout the year,
including training courses by WSG and mandatory education/registration programs
Preliminary analysis of data, adjustment of strategy as needed

April-Sept 2011

- Extend Campaigning into Eastern Washington
- Conduct anonymous pre-surveys
- Implement all campaign elements statewide, using WSG coastal field staff and Eastern/Central Washington Partners
- Continue to collect and analyze pump-out data from State Parks

Oct-Nov 2011

- Analyze data, produce report

END OF STATEMENT OF WORK

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