

**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.

UNIVERSITY operates seismograph stations on State, Federal, and private properties, and manages educational outreach programs.

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 herein:

UNIVERSITY will establish a seismograph station (Station) at Goldendale Observatory State Park (Observatory), for the purposes of recording both strong and weak ground motions.

It is understood by PARKS and UNIVERSITY that this Agreement would also create educational opportunities for Park visitors related to the Station. The two parties will also be working on a joint proposal for an Active Earth Display kiosk for the Observatory.

UNIVERSITY shall bear and promptly pay all costs and expenses of construction of the Station.

PARKS hereby retains the right to complete repair or replacement of appurtenances to the PARKS Property. UNIVERSITY shall make provisions satisfactory to PARKS for continued access by PARKS for operating purposes.

UNIVERSITY shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with State's operation of the Observatory.

Ownership of the Station and all data collected shall remain with UNIVERSITY. UNIVERSITY agrees to assume financial responsibility for any and all physical damage to the PARKS Property and any adjoining park property that is caused by UNIVERSITY, or that, with the exercise of reasonable care, could have been avoided.

PARKS and UNIVERSITY, as state agencies, are covered by the tort liability provisions of the state's self-insurance program. It is understood that each state agency that is a party to this lease will be assigned and assume responsibility for any damages to third parties that are attributable to the negligent acts or omission of the individual agency. UNIVERSITY agrees to assume financial responsibility for any and all physical damage to the Observatory that is caused by UNIVERSITY, or that, with the exercise of

reasonable care, could have been prevented by UNIVERSITY.

UNIVERSITY shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with State's operation of the Observatory.

No termination of this Agreement shall release UNIVERSITY from any liability or obligation with respect to any matter occurring prior to such termination.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence upon signature of both parties. The agreement will automatically expire July 15, 2016, unless completed sooner as provided herein.

PAYMENT

PARKS and UNIVERSITY enter into this Agreement for the mutual benefits of each entity, without any exchange of funds. UNIVERSITY will not receive any revenues for the placement and use of the Station.

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 regarding the performance of this Agreement.

The Project Manager for Washington State Parks is:

Rich Davis, Goldendale Area Manager
PO Box 426
Dallesport, WA 98617

Phone: (509) 767-1165

The Project Manager for the University of Washington is:

Tom Yelin, USGS/PNSN
Box 351310
Seattle, WA 98195-1310

Phone: (206) 685-5880

IN WITNESS WHEREOF, the parties have executed this Agreement.

**WASHINGTON STATE PARKS
AND RECREATION COMMISSION**

UNIVERSITY OF WASHINGTON

Signature

Signature

Title

Title

Date

Date

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