



**INTERAGENCY AGREEMENT**  
**Between**  
**WASHINGTON STATE PARKS AND RECREATION COMMISSION**  
**And**  
**WEST SOUND UTILITY DISTRICT**



**AGREEMENT# IA 709-234**

**THIS AGREEMENT** is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS", and West Sound Utility District hereinafter referred to as the "CONTRACTOR".

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide the professional expertise to operate wastewater systems at State Parks that does not exist within the limited staff availability of PARKS and that the CONTRACTOR can perform on a mutually beneficial basis.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

The CONTRACTOR shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below:

CONTRACTOR has the licensed/certified personnel, and access to certified laboratories, and experience with MBR treatment plants, and DOE/DOH regulatory requirements to effectively operate and maintain the wastewater systems at Fort Flagler and Larrabee State Parks. CONTRACTOR will provide services in two phases, with Fort Flagler being the first and the basis of this agreement. Larrabee will be added by amendment once that wastewater system approaches start-up phase of construction.

Services include (in order):

- Collaborate with project manager, design consultant, contractor, and equipment provider (Enviroquip) in understanding requirements for plant startup and system operations.
- Onsite familiarization with the wastewater system including MBR plant, SCADA systems, component PLCs and RTUs, remote monitoring capability, points of contact with Enviroquip, review and recommendations for revising O&M manual.
- Participate in plant start up operations and component/system testing.
- Review and comply with NPDES and Biosolids permit requirements, including sampling and testing of monitoring wells and MBR plant influent/effluent.
- Operate plant both during startup and testing and during normal operation beginning immediately and lasting until June 30, 2009.
- Provide a proposal to continue providing operations and maintenance support after June 30, 2009 thru December 2009.

The wastewater system for Larrabee State Park will, in general, include the same

requirements. Fees and dates of performance will be adjusted based on scheduled start up of that plant when known.

**TECHNICAL STAFF:**

Certified operators, technicians, and maintenance staff may be involved under this scope or work.

**SCHEDULE OF ACTIVITY and FEES**

CONTRACTOR agrees to perform startup, testing, and normal operations and maintenance services thru June 30, 2009 for estimated fees of:

Labor costs for 5 weeks: NTE \$14000

Mileage costs for 5 weeks: NTE \$2500

Emergency response costs thru June 30, 2009: NTE \$1500

CONTRACTOR'S work under this agreement includes on-site presence at the park thru June 30, 2009 as follows: 6 days a week for weeks 1 and 2, 5 days a week for week 3 and 4, 3 days a week for week 5. Based on knowledge gained during startup and operations, contractor will submit a proposal for providing ongoing operations and maintenance services of this wastewater system from July 1 thru December 31, 2009.

**LAB TESTING:**

CONTRACTOR will take all required samples (both MBR plant and monitoring wells at frequency required by permits and system startup requirements, submit for testing, and analyze results. PARKS will be responsible for all laboratory fees associated with sample testing. It is anticipated that samples will be taken on a monthly basis. CONTRACTOR'S labor for drawing samples is included in the CONTRACTOR'S scope of work.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by PARKS, and be completed as detailed herein. Agreement shall automatically expire on December 31, 2009, unless otherwise extended by amendment.

**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 estimated that the cost of accomplishing the work herein will not exceed **Thirty-Thousand and No/100ths Dollars (\$30,000.00)**, which shall include an equipment account for Ten Thousand Dollars (\$10,000). The equipment account is established in order for the CONTRACTOR to purchase the necessary specialized equipment to run and maintain the new treatment plants on PARKS' behalf and the title and ownership of said equipment shall remain with PARKS, as equipment shall also be housed at PARKS' facilities.

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates:

The 2009 wage for CONTRACTOR'S personnel is \$60.00 per hour, per person. Billable

hourly wage will be adjusted accordingly by any annual cost of living adjustment authorized by the CONTRACTOR for its employees. Emergency Response labor rates will be billed at \$90 per hour, per person. Travel costs will be reimbursed at the allowable State rate.

### **BILLING PROCEDURE**

The CONTRACTOR shall submit invoices no more often than monthly. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

### **RECORDS MAINTENANCE**

The parties to this contract 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 services 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 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**

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the state of Washington. 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 copyright, patent, register, and the ability to transfer these rights.

### **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 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 fifteen (15) 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, contract 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 contract 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.

**PROJECT MANAGEMENT**

The project representative 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 Representative for CONTRACTOR is:  
John Poppe, West Sound Utility District Plant Manager

The Project Representative for PARKS is:  
Joe Ward, (360) 902-8645

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**Washington State Parks and  
Recreation Commission**

**West Sound  
Utility District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Assistant Director, WSPRC

Title: Lawrence J. Curles, General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:  
William Van Hook  
Asst. Attorney General  
02/20/07