



**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**WASHINGTON STATE PARKS AND RECREATION COMMISSION**  
**And**  
**CITY OF OLYMPIA**



**AGREEMENT# IA 113-173**

**THIS AGREEMENT** is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and, The City of Olympia, hereinafter referred to as the "CONTRACTOR".

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the CONTRACTOR can perform on a mutually beneficial basis. This work is to establish a cooperative framework between PARKS and the CONTRACTOR to enhance the performance of boating safety and education services in the state. The goal is to reduce the number and severity of recreational boating casualties of all types associated with recreational boating and ensuring a safe and enjoyable boating environment for all users.

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

**STATEMENT OF WORK**

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 in the Scope of Work, **Exhibit "A"**, attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE**

CONTRACTOR'S eligibility shall be for the period July 1, 2012 through June 30, 2013.

**PAYMENT**

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. CONTRACTOR is eligible for an amount not to exceed **Thirteen Thousand, and No/100ths Dollars (\$13,000.00)**. Reimbursement shall be based on the terms, as set forth in the Scope of Work.

**BILLING PROCEDURE**

Unless specified otherwise in the attached Scope or Work, 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.

## **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.

## **INDEMNIFICATION**

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

## **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.

### **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.

### **CONTRACT MANAGEMENT**

The contract 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 Contact Representative for CONTRACTOR is: Lt. Paul Lower, PO Box 1967 Olympia, WA 98507-1967, telephone (360) 753-8410, email address: [plower@ci.olympia.wa.us](mailto:plower@ci.olympia.wa.us).

The Contract Representative for PARKS is: Mark Kenny, Program Specialist, 1111 Israel Road SW, PO Box 42650, Olympia, WA 98504-2650, telephone (360) 902-8835, e-mail address: [mark.kenny@parks.wa.gov](mailto:mark.kenny@parks.wa.gov).

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

**Washington State Parks and Recreation Commission**

**City of Olympia**

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

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

Title: \_\_\_\_\_


Title: \_\_\_\_\_

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

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

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

Approved As To Form:  
City of Olympia

  
\_\_\_\_\_  
City Attorney (ACA)

**Exhibit A  
Scope of Work  
Olympia Police Department**

**CONTRACTOR: Olympia Police Department**

**AGREEMENT # LE 113-173**

**CONTRACTOR CONTACT: Lt. Paul Lower  
[plower@ci.olympia.wa.us](mailto:plower@ci.olympia.wa.us)**

**CFDA NUMBER: 97-012**

**I SUMMARY PROJECT DESCRIPTION:**

Provide funds for Olympia Police Department to assist State Parks in promoting recreational boating safety as required in RCW 79A.05.310.

**II PROJECT SCOPE OF WORK:**

Funding Amount - \$13,000.

The funds are for the Contractor to assist the State to carry out specific recreational boating safety program tasks in the City of Olympia and the waters under its jurisdiction. The funding provided is to be used specifically and exclusively to promote recreational boating safety by accomplishing all of the work specified in the activity categories described below during the term of the contract:

- A. Operations: Conducting on-the-water weekend patrols to contact boat operators to promote safe boat operation.
- B. Recreational Boating Safety Vessel Inspections: Completing an average of one written vessel inspection for each hour of patrol; and, completing launch ramp inspections a minimum of two hours each Friday, Saturday, and Sunday, and averaging one written inspection per hour. Launch ramp hours are to be conducted during periods when boats are being launched and there is suitable weather for boating activities. During the months of April-May-June, launch ramp inspections shall be done starting April 5 and continue each weekend through June 30.
- C. Program vessel costs: Conducting maintenance, equipment repair and replacement, not including the purchase of additional, new equipment not currently on the vessel as of the contract date; and, operating costs of the Contractor's patrol boat;
- D. Boating Safety Education: Conducting a minimum of two *Adventures in Boating* classes that qualify graduates for mandatory boater education cards (includes the cost of supplies and other goods and services necessary to prepare, conduct and complete the classes). All instructors teaching this class must successfully complete the State Parks approved instructor training course and utilize State Parks approved instructional materials.
- E. Boat Vendors: Conduct annual visits of all boat rental businesses and boat liveryes within the City of Olympia for compliance with all applicable state and local boating laws and regulations.

**Deliverables: All of the following must be completed and submitted with each quarterly request for reimbursement:**

- 1. A quarterly Summary of Activity Report (SOAR) as provided by State Parks to document the Contractor's recreational boating safety program activities. The Contractor will provide the names of the individuals performing the activities and the number of hours each person spent performing each activity. The SOAR will be filled out electronically and submitted by email per State Parks instructions. A copy of the SOAR will also be printed, signed by the Chief of Police and submitted by mail to State Parks.
- 2. All yellow copies of state vessel inspection forms completed during each quarter to document activities. State Parks will provide vessel inspection forms.
- 3. A daily contact sheet detailing recreational boating safety contacts made during Department operations. The Contact sheet must include the name of the individual performing the operation, start/completion time, a description of the vessel and individual contacted, and include the vessel registration number or documented vessel

name.

4. Copies of all invoice billings for pre-approved expenditures essential for the operation and maintenance of the Contractor's patrol vessel.
5. A copy of each attendance roster listing the individuals who successfully completed the required *Adventures in Boating* classes taught, and copies of all billing expenditures for the cost of supplies, light refreshments and other goods & services to teach each class.

<u>CURRENT FUNDING:</u>	<u>Type</u>	<u>Amount</u>
<u>Fund/Appropriation/MI</u>	Federal – US Coast Guard	\$ 13,000.00