



INTERAGENCY AGREEMENT
Between
WASHINGTON State Parks AND RECREATION COMMISSION
And
SOUTH PUGET SOUND COMMUNITY COLLEGE

RECEIVED ON

SEP 24 2019

AGREEMENT N° IA 921-057
Modernize Parks Technology - Quality Assurance

**CONTRACTS AND
 PROCUREMENT**

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "State Parks," and South Puget Sound Community College hereinafter referred to as the "SPSCC."

AB

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

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

SPSCC 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 Exhibit A attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on September 16, 2019 or date of execution, whichever comes later, and remain in effect until June 30, 2021, unless changed or terminated sooner as provided herein. The proposed work schedule is set forth in Exhibit C.

Agreement shall automatically expire on June 30, 2021, 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 **Forty Thousand and No/100ths Dollars (\$40,000.00)**. Payment for work performed shall not exceed this amount unless the parties mutually, via an amendment, agree to a higher amount for any work that will cause the maximum payment to be exceeded. Compensation for services shall be based on the rates and in accordance with the following terms, or as set forth in accordance with the budget in Exhibit B which is attached hereto and incorporated herein.

BILLING PROCEDURE

SPSCC shall submit invoices no more often than monthly. Payment to the SPSCC for approved and completed work will be made by warrant or account transfer by State Parks within thirty (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 document & 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 thirty (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. 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 in to, 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:

1. Applicable state and federal statutes and rules;
2. Exhibit A Statement of work;
3. Exhibit B Budget;
4. Exhibit C Schedule; and
5. 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 SPSCC is: Alena Dicke, Director of Technical Training, telephone: (360) 709-2008, email address: adicke@spscc.edu

The Project Representative for State Parks is: Gary Lang, IT Business Analyst, telephone:(360) 902-8587, email address: gary.lang@parks.wa.gov or Harley Graves, Chief Information Officer, telephone:(360) 902-8586, email address: harley.graves@parks.wa.gov


IN WITNESS WHEREOF, the parties have executed this Agreement.

South Puget Sound Community College

By: 
Title: VP

Date: 9-12-19

Washington State Parks and Recreation Commission

By: 
Title: Chief Financial Officer

Date: 9/25/19

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

Cost Code: TBD

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EXHIBIT A STATEMENT OF WORK

SPSCC shall provide quality assurance services to State Parks to assist with Project Management Institute methodology, OCIO Policy 132, and State Parks' policies and guidelines.

Responsibilities of SPSCC associate:

- Provide senior-level project management quality assurance services following applicable Project Management Institute (PMI) methodology, OCIO Policy 132 (Quality Assurance), and State Parks policies and guidelines.
- Provide process and limited technical analysis and support related to the assigned project, including an assessment of the project's current status, review of existing plans, schedules and other project artifacts, identification of future phase project risks and recommendations for moving the project forward to successful completion.
- Work on a schedule to be mutually negotiated, averaging approximately ten (10) hours per month over the life of the agreement.

Work may be performed at the State Parks facility in Olympia, Washington and remotely at the consultant's offices; little or no travel will be required.

Deliverables are subject to review and approval by State Parks prior to payment. State Parks requires a minimum of three (3) working days to review deliverables. The two types of deliverables associated with this agreement are tangible and intangible. Tangible deliverables are products, such as documents. Intangibles are services or actions.

Tangible Deliverables:

As appropriate, SPSCC will write, create, modify, update, and distribute for review, modification and approval, the following products:

- Initial Project Assessment
- Initial Quality Assurance Plan
- Monthly Quality Assurance Reports – due 7 days after the close of each month.
- Project Close-out Report – due 30 days following successful closeout of the project.
- Interim Observations – as necessary.
- Reports to OCIO – as required according to OCIO Policy 132.
- Project budget – estimated time and cost for work based on project phases.
- Invoices with time sheets.

Intangible Deliverables:

SPSCC will:

- Attend and observe project team and project steering committee meetings, collect observations and make recommendations as necessary.

- Meet monthly with the Project Sponsors to discuss project progress, issues, risks and observations.
- Meet monthly with the Project Manager to discuss project progress, issues, risks and observations.
- Make presentations to executive management, as requested.

The SPSCC associate assigned to this agreement is Deborah Spaulding, whose official duty station is Olympia. Phone: 360-250-1334. Email: debbie_spaulding@msn.com.

**EXHIBIT B
BUDGET/COST ESTIMATE**

SPSCC hourly billing rate: \$143 per hour.

Estimated Cost

The estimated cost for the services provided in the Statement of Work noted in Exhibit A is expected to be no more than \$40,000, or 250 hours of work. This cost is based on the schedule outlined in Exhibit C.

Travel details, approval, arrangements, expenses, paperwork and payment will be handled and processed by State Parks directly with the SPSCC associate.

**EXHIBIT C
SCHEDULE**

Month	Sep-19	Oct-19	Nov-19	Dec-19	Totals
Available Hrs.	20	20	10	10	60
Level of effort	%	%	%	%	
Rate to SPSCC	\$143	\$143	\$143	\$143	
2019 Estimate	\$2,860	\$2,860	\$1,430	\$1,430	\$8580

Month	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Totals
Available Hrs.	10	10	10	10	10	10	10	10	10	10	10	10	120
Level of effort	%	%	%	%	%	%	%	%	%	%	%	%	
Rate to SPSCC	\$143	\$143	\$143	\$143	\$143	\$143	\$143	\$143	\$143	\$143	\$143	\$143	
2020 Estimate	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$17,160

Month	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Totals
Available Hrs.	10	10	10	10	10	20	70
Level of effort	%	%	%	%	%	%	
Rate to SPSCC	\$143	\$143	\$143	\$143	\$143	\$143	
2021 Estimate	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$2,860	\$10,010

Total 2019-21 Estimate - \$35,750