

INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION
AND
WASHINGTON STATE PARKS

RECEIVED ON
APR 05 2019
CONTRACTS AND
PROCUREMENT

THIS INTERAGENCY AGREEMENT NO. K1196 is made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "WSDOT" and the WASHINGTON STATE PARKS, hereinafter referred to as the "PARKS."

I. RECITALS

- A. WHEREAS, WSDOT has the fiber optic cable, personnel, and expertise to install, operate, and maintain fiber optic cable;
- B. WHEREAS, it is in the interest of PARKS and WSDOT to enter into this Agreement and PARKS and WSDOT are authorized to enter into this Agreement pursuant to RCW 39.34.030.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED THAT:

II. PURPOSE

It is the purpose of this Agreement to formalize the roles and responsibilities between PARKS and WSDOT for sharing right of way, resources or sharing facilities for installing fiber or telecommunications equipment or service for PARKS Network communications as specified in **Section III STATEMENT OF WORK**.

III. STATEMENT OF WORK

- A. WSDOT and PARKS mutually agree:
 - (1) The Parties shall work cooperative to resolve problems or issues arising under this Agreement in a timely manner
- B. WSDOT agrees to provide:
 - (1) Access to the Telco room, rack space and power to vendor "WAVE Broadband" to install fiber optic cable and switch at the Coupeville Ferry terminal located at 1400 South State Route 20 Coupeville, WA 98239 for Parks connection.
 - (2) Access to Telco and rack space for Parks to install switch next to the WAVE Broadband switch in the Server room at WSDOT Coupeville ferry terminal. WSDOT will provide fiber optic cable from server room to overhead for an additional switch and wireless access point for parks internet connection to Fort Casey.
 - (3) Installation of conduit and fiber optic cable from WSDOT Coupeville ferry terminal to the Parks office and Parks maintenance facility located at 1280 Engle Road as identified as Exhibit B, Fort Casey conduit path diagram.
 - (4) Purchase, install and maintain fiber optic cable and share 1 tube (12 strands) with Parks through the fiber network as identified in Exhibit B, Fort Casey conduit path diagram.
 - (5) Provide vaults and pull boxes at no cost to PARKS as WSDOT's contribution to the project.
- C. PARKS agrees to provide:
 - (1) Any contract negotiations and financial agreements with Wave Broadband. WSDOT is not responsible for payment or work contracted by Parks through Wave Broadband.

- (2) WSDOT access to install (Pole) conduit, fiber optic cable and wireless access point on PARKS facility (or pole) for purposes of installing equipment and will provide power.
- (3) A list of contacts that will need access to the Coupeville Terminal. These WSDOT and PARKS staff will be located in Exhibit A – Contacts. Any PARKS staff needing access to the terminal will contact WSDOT technical staff prior to a site visit and will need to be escorted for any work on the equipment or the connection. Terminal access is managed by Homeland Security and is limited due to security concerns.
- (4) WSDOT with a roll of conduit (3500 feet, 2 inch schedule 80) for installation at Fort Casey facility. This conduit will be installed by WSDOT.

IV. MAINTENANCE AND REPAIR

Fiber installed and maintained by WSDOT will be kept and maintained in a safe manner and in good order and repair. WSDOT will notify PARKS within five (5) business days for any scheduled maintenance and/or repairs. For emergency repairs, WSDOT will inform PARKS as soon as possible of any emergency work performed, and will provide all relevant information such as, but not limited to, the nature of the emergency, the locations where repairs were performed, and whether continuing work is required.

V. ADDITIONAL WORK

Additional work beyond the scope of work identified in Section III Statement of Work will require a written amendment to this Agreement as specified in Section XV Agreement Alterations and Amendments.

VI. OWNERSHIP OF IMPROVEMENTS

WSDOT shall own the Fiber. Should WSDOT abandon the fiber, ownership of the fiber strands as identified in Section III Subsection B number (1) shall revert to PARKS. Any such abandonment shall be agreed upon in writing by both parties.

VII. PERIOD OF PERFORMANCE

The initial period of performance shall be ten (10) years commencing upon the last signature on this contract. This Agreement's term may be extended by two (2) additional five (5) year terms by the mutual written agreement of the parties.

VIII. OVERHEAD / INDIRECT / ADMINISTRATIVE FEES

The then current Indirect Cost Rate (ICR) at the time of invoicing will be applied and will cover all administration costs.

IX. PAYMENT

There currently will be no charge of funds between PARKS and WSDOT for this project, however there may be future work between the agencies that may negotiate a monthly sum for the ongoing maintenance costs plus the then current ICR at the time of invoicing and the performance of all things necessary for, or incidental to the work as set forth in the Statement of Work.

There will be no further compensation between WSDOT and PARKS unless otherwise agreed to in writing and amended per the terms of Section XV Agreement Alterations and Amendments.

X. BILLING PROCEDURE

WSDOT shall submit an invoice to PARKS for the monthly payment for future work plus the ICR identified in VIII OVERHEAD / INDIRECT/ ADMINISTRATIVE FEES under this Agreement. PARKS shall remit payment to WSDOT as identified in Exhibit A Contacts.

XI. FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to completion of the work in the Agreement, the Agency may:

- A. Terminate this Agreement with five (5) business days advance notice. If this Agreement is terminated, the parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- B. Renegotiate the terms of this Agreement under those new funding limitations and conditions.
- C. Pursue such other alternative as the parties mutually agree to in writing.

XII. CONTRACT COMPLIANCE

At no time will PARKS cause WSDOT to be in breach of any contract in connection with the Fiber. Should such a breach occur, PARKS will be responsible for reimbursing WSDOT for all costs and damages associated with resolving any breach, including reasonable attorney's fees and costs.

XIII. 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 work 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.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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.

XIV. 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.

XV. 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.

XVI. TERMINATION

A. Termination for Convenience

Either party may terminate this Agreement upon ninety (90) 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. Should termination be within the initial 17 month term, all unamortized costs incurred as part of any fiber installation prior to the termination effective date will be reimbursed to WSDOT by PARKS.

B. 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 initiate a correction of the violation or failure within 15 calendar days. If failure or violation is not corrected within the mutually agreed upon time period, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

XVII. 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.

XVIII. 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.

XIX. 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 or delayed.

XX. 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. 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.

XXI. 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.

XXII. CONTRACT MANAGEMENT

Contact Information

All contact information for the management of this agreement shall be identified in **Exhibit A**, attached hereto and by this reference made a part hereof. **Exhibit A** may be updated by either party for their agency only and shall be submitted in writing or electronic mail to the other party by the Contract Administrators. Any update to Attachment A shall state the effective date of said update.

Contract Managers

The Contract Managers for both WSDOT and PARKS identified in **Exhibit A** shall be the primary contact for ALL communications and billings for the performance of this Agreement. The Contract Managers shall be responsible for the daily performance and technical oversight of this Agreement on behalf of WSDOT and PARKS.

Project Managers

The WSDOT Project Manager identified in **Exhibit A** shall be lead for WSDOT on all technical and troubleshooting issues regarding the performance of this Agreement. The WSDOT Project Manager shall be responsible for facilitating with the PARKS Project Manager for any interagency technical communications and/or coordination necessary with this Agreement.

The PARKS Project Manager identified in **Exhibit A** shall be lead for PARKS on all technical and troubleshooting issues regarding the performance of this Agreement. PARKS Project Manager shall be responsible for facilitating with the WSDOT Project Manager any interagency technical communications and/or coordination necessary with this Agreement.

XXIII. GENERAL

Exhibits and Attachments

All exhibits, attachments, and documents referenced in this contract are hereby incorporated into this Agreement.

Agreement Execution

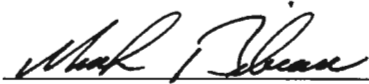
The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement

XXIV. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.


Washington State Parks



Mark Bibeau, Chief Financial Officer

4/01/19
Date

State of Washington
Department of Transportation



Mathew Modarelli, CIO & Director
Information Technology Division

4/3/19
Date

RECEIVED ON
APR 05 2019
CONTRACTS AND
PROCUREMENT

Exhibit A
Contact Information

WSDOT Contract Number: K1196
Parks Contract Number: IA 719-370

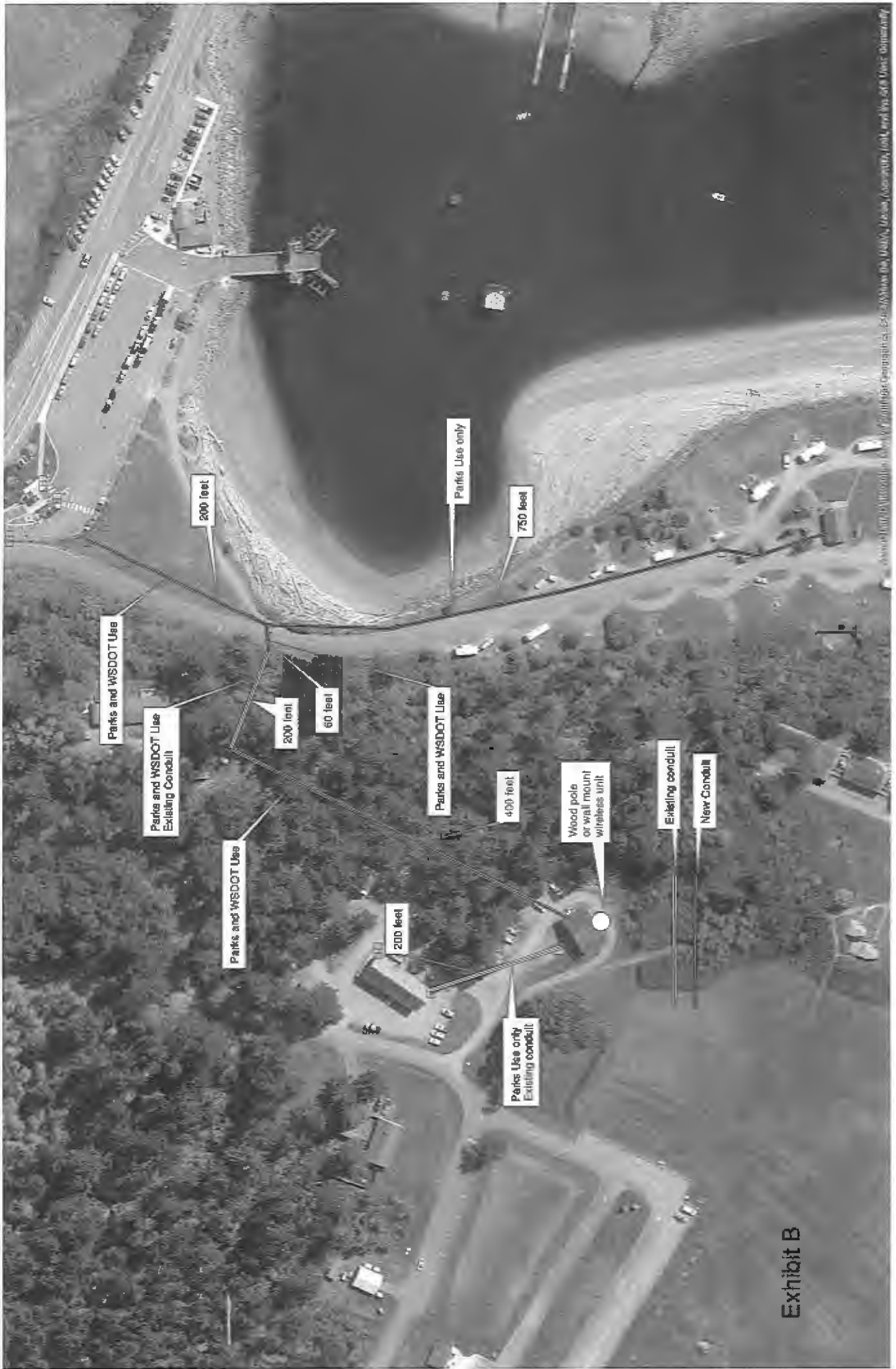
Washington State Department of Transportation

Only the Contract Signature Authority identified below are authorized to bind WSDOT.

Contract Signature Authority:	Matt Modarelli, CIO & Director Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7601 modarem@wsdot.wa.gov
Contract / Project Manager:	Randy Baker, Network Services Manager Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7787 bakerra@wsdot.wa.gov
Technical Contact:	Todd Turner, Network Operations Supervisor Information Technology Division PO Box 47430 Olympia, WA 98504-7430 (360) 705-7694 turnert@wsdot.wa.gov
Contract Administrator:	Carol Kirsch CMC, Contracts Supervisor Administrative Services Contracts Office PO Box 47430 Olympia, WA 98504-7430 (360) 705-7547 Kirschc@wsdot.wa.gov
Invoicing	Office of Information Technology Attn: Invoice Processing Business Unit 7345 Linderson Way SW PO Box 47430 Tumwater, WA 98504-7430 (360) 705-7716 WSDOTOITVendorPayments@wsdot.wa.gov Preferred method of submittal shall be electronic to the email address above.

Washington State Parks Department

Contract Signature Authority 1:	Name: Mark Bibeau, Chief Financial Officer Company Name: Washington State Parks & Rec. Commission Company Street Address: 1111 Israel Road SW, MS 42650 City, State, Zip: Olympia, WA 98504-2650 Phone Number: (360) 902-8610 Email Address: Mark.Bibeau@parks.wa.gov
Contract Manager:	Name: Harley Graves, Chief Information Officer Company Name: Washington State Parks & Rec. Commission Company Street Address: 1111 Israel Road SW, MS 42650 City, State, Zip: Olympia, WA 98504-2650 Phone Number: (360) 902-8586 Email Address: Harley.Graves@parks.wa.gov
Project Manager	Name: Harley Graves, Chief Information Officer Company Name: Washington State Parks & Rec. Commission Company Street Address: 1111 Israel Road SW, MS 42650 City, State, Zip: Olympia, WA 98504-2650 Phone Number: (360) 902-8586 Email Address: Harley.Graves@parks.wa.gov
Technical Lead:	Name: Marty Baxter, Information Technology Specialist Company Name: Washington State Parks & Rec. Commission Company Street Address: 1111 Israel Road SW, MS 42650 City, State, Zip: Olympia, WA 98504-2650 Phone Number: (360) 902-8586 Email Address: Marty.Baxter@parks.wa.gov
Local Contact:	Name: Chris Holm, Area Manager Company Name: Fort Casey State Park Company Street Address: 1280 Engle Road City, State, Zip: Coupeville, WA 98239-3517 Phone Number: (360) 678-4519 Email Address: Chris.Holm@parks.wa.gov
Contract Administrator:	Name: Jacquie James, Lead Contracts Specialist Company Name: Washington State Parks & Rec. Commission Company Street Address: 1111 Israel Road SW, MS 42650 City, State, Zip: Olympia, WA 98504-2650 Phone Number: (360) 902-8838 Email Address: Jacquie.James@parks.wa.gov



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Exhibit B