



WASHINGTON STATE DEPARTMENT OF
Natural Resources
PETER GOLDMARK - Commissioner of Public Lands

INTERAGENCY AGREEMENT WITH UNIVERSITY OF WASHINGTON

Agreement No. IAA 16-72

This Agreement is between the University of Washington, referred to as the University of Washington, and the Washington State Department of Natural Resources, Aquatic Resources Division, referred to as the DNR.

The DNR is under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. DNR and University of Washington enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

The purpose of this Agreement is to provide a visual characterization of the viewshed along the Washington Coast relative to off-shore energy structures that may be placed there in the future.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. The University of Washington shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment A. University of Washington GIS Analyst, Keven Bennett will perform the services, and prepare the deliverables.

2.01 Period of Performance. The period of performance of this Agreement shall begin on, October 1st 2015 and end on December 18th 2015, unless terminated sooner as provided herein.

3.01 Payment. Pay for the work provided is established under RCW 39.34.130. The parties estimate that the cost of accomplishing the work will not exceed two thousand, four hundred forty three dollars and thirty two cents \$2,443.32. Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Pay for services shall be based on the rates and terms described in Attachment B.

4.01 Billing Procedures University of Washington shall submit invoices monthly. Payment to the University of Washington for approved and completed work will be made by warrant or account transfer within 30 days of receiving the invoice. When the contract expires, 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.

5.01 Records Maintenance. University of Washington shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by University of Washington in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, and the Office of the State Auditor as authorized by law. University of Washington shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor and any persons authorized by the parties shall have full access to 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 this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.01 Rights to Data. Data originating from this Agreement shall be equally owned by the University of Washington and the DNR. 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 use, copyright, patent, register and the ability to transfer these rights.

7.01 Independent Capacity. The employees or agents of each party who are engaged in performing 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.

8.01 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.01 Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

10.01 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 the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.01 Disputes. If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute

board's determination shall be final and binding on the parties. As an alternative to the dispute board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

12.01 Governance. This contract is entered into 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.

If there is 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) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

13.01 Assignment. The work to be provided under this Agreement and any claim arising from this agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

14.01 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to his agreement.

15.01 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

16.01 Insurances.

The DNR and University of Washington are protected by their respective self-insurance liability programs. DNR and University of Washington have entered into an agreement to provide the services herein. This agreement will terminate on the date listed in the period of performance.

Each party to this agreement will be assigned, and assume responsibility for any damages to third parties that are attributable to the negligent acts or omissions of the individual party. The DNR and University of Washington agree, to the extent permitted by law, to defend, protect, save and hold harmless the other party, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to each party's own actions or those of its agents or employees in the performance of this agreement.

17.01 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

18.01 Contract Management. The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator; however the contract administrator for the DNR will receive the billings.

19.01 Project Coordinators.

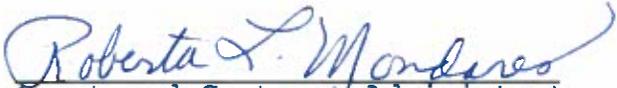
(1) The Technical Contact for University of Washington is Richard Osborne, Telephone Number (360) 374-4560. The Project Coordinator/ Principal Investigator for the University of Washington is Dr. Bernard Bormann, Telephone Number (360) 490-1640.

(2) The Project Coordinator for the DNR is Katrina Lassiter. Telephone Number (360) 902-1013. The Contract Administrator for the DNR is Jini Prasad. Telephone Number (360) 902-1241.

IN WITNESS WHEREOF, the parties have executed this Agreement.

UNIVERSITY OF WASHINGTON

Dated: October 16, 2015

By: 
Grant and Contract Administrator and
Title: Authorized Signing Official
4333 Brooklyn Ave NE, Box 359472
Address: Seattle WA 98195-9472
Phone: 206-543-4043

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: Oct. 23, 2015

By: 
Kristin Swenddal

Title: Division Manager, Aquatic Resources

Address: 1111 Washington St. SE
Olympia, WA 98504

STATEMENT OF WORK

Washington Coast Viewshed Assessment

The goal of this project is to visually characterize the viewshed along the Washington Coast relative to off-shore energy structures that may be placed there in the future. This will be accomplished by producing a map or series of maps that illustrate how far away from the coast a 10 meter tall structure (such as a wave generator) and 90 meter tall structure (such as a wind turbine) would have to be in order to disappear from view over the horizon at various heights along the coast. A second objective will be to illustrate these visual distances so that they incorporate the actual elevations of shorelines and headlands along the Washington coast.

Scope of Work

Task 1: Preliminary research and project staging.

Background investigation on similar viewshed studies in the literature. Research and experimentation with different map layers and algorithms for application (6 hours).

Task 2: Model design and assembly.

Final model development and application testing (18 hours). The draft products will be previewed with state staff to make ensure the final products meet their needs.

Task 3: Map production.

Production of PDF maps and any printouts (12 hours).

Task 4: Final report (20 hours).

Write up of methods and caveats in the project development as a final report (6 hours). Underlying GIS shape files developed to produce the PDF maps will also be provided with the final report.

Schedule:

Task 1: Preliminary research and project staging.	
Deliverable: findings provided in final report.	6 hours / completed 09/15/15
Task 2: Model design and assembly.	
Deliverable: findings provided in final report.	18 hours / completed 09/30/15
Task 3: Map production.	
Deliverable: PDF and hard copy maps of the view sheds.	12 hours / completed 10/09/15
Task 4: Final Report	
Deliverable: PDF/Word document of final report.	20 hours / completed 10/30/15