



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

INTERAGENCY AGREEMENT WITH OREGON STATE UNIVERSITY

Agreement No. IAA 15-37

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

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

The purpose of this Agreement is to support the state's marine spatial planning process by reprocessing sidescan sonar data and producing seafloor habitat maps as detailed in the Scope of Work.

IT IS MUTUALLY AGREED THAT:

- 1.01 Statement of Work.** The OSU 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.
- 2.01 Period of Performance.** The period of performance of this Agreement shall begin on August 1, 2014, and end on June 30, 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 fifty thousand dollars, \$50,000. 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** OSU shall submit invoices monthly. Payment to the OSU for approved and completed work will be made by warrant or account transfer within 30 days of receiving the invoice. When the Agreement 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. OSU shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by OSU 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. OSU 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.

The ownership of data developed under this Agreement shall be with OSU. OSU grants to DNR a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so all data which originates from or which is delivered under this Agreement. 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 under this Agreement, it may be submitted to a dispute board in the following manner: 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, Agreement terms, applicable statutes and rules, then

determine a resolution. The dispute board's determination shall be non-binding on the parties, who retain all rights and remedies available to them under applicable law to otherwise resolve or settle the dispute.

12.01 Governance. 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 is part of the State of Washington and protected by the State's self-insurance liability program as provided by Chapter 4.92.130. OSU is an instrumentality of the State of Oregon and is self-insured under ORS 351.096, with adequate levels of excess general liability and commercial auto liability insurance, and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017.

Each party to this Agreement will be responsible for its negligent acts or omissions to the extent allowed by law governing each party respectively.

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 for project technical matters. All communications and billings will be sent to the DNR project coordinator; however the contract administrator for the DNR will receive the billings. All official notices regarding this Agreement shall be sent to the Contract Administrator for DNR or to the OSU Administrative Contact, respectively. DNR shall send payments to the OSU Fiscal Administrator, and direct any billing questions to her.

19.01 Project Coordinators.

- (1) The Project Coordinator for OSU is Chris Goldfinger. Telephone Number (541) 737-5214.
The Administrative Contact for OSU is Patricia Hawk, Director, Office of Sponsored Programs. Telephone (541) 737-4933, email: Research.Contracts@oregonstate.edu.
The Fiscal Administrator is Kim Calvery, Assistant Director, Business Affairs, Office of Post Award Administration, P.O. Box 1086, Corvallis, OR 97339-1086; telephone 541-737-4711.
- (2) The Project Coordinator for the DNR is Katrina Lassiter. Telephone Number 360.902.1013, email: Katrina.Lassiter@dnr.wa.gov.
The Contract Administrator for the DNR is Jini Prasad. Telephone Number 360.902.1241.

IN WITNESS WHEREOF, the parties have executed this Agreement.

OREGON STATE UNIVERSITY

Dated: 10/3, 2014

By: 
Lin Reilly

Title: Sr. Grant & Contract Officer
Address: Office of Sponsored Programs
B308 Kerr Administration Building
Corvallis, OR 97331-2140

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 10/7, 2014

By: 
Kristin Swenddal

Title: Division Manager, Aquatics

Address: 1111 Washington St SE
Olympia, WA 98504

Interagency Agreement
Approved as to Form 9/29/97
By the Assistant Attorney General
State of Washington

Attachment A

STATEMENT OF WORK

Background

NOAA's Olympic Coast National Marine Sanctuary program (OCNMS) has been collecting sidescan and multibeam seafloor data since 2000 and classifying habitats according to Greene et al.'s classification scheme. The data have been collected in a patchy network of geographic space and have been inadequately edge-matched. Each survey edge overlaps another survey at a different scale and often with a different sediment type classification.

Scope of Work

Approach

The OCNMS conducted 31 sidescan and multibeam surveys between 2000 and 2013. Oregon State University, Cooperative Institute for Marine Resources Studies (CIMRS) investigators Dr. Chris Goldfinger and Faculty Research Assistant Chris Romsos will gather all the raw data from these surveys (where available, or best available version otherwise), re-image them and mosaic them as a single file, applying the existing ground-truthing data and reclassifying the sediments/habitats according to Greene (or preferably a Greene/CMECS hybrid).

Of the 20 sidescan surveys, Dr. Goldfinger's group has ground-truthing and habitat classification for 14. The remaining 6 surveys may have ArcGIS rasters only or data that have not been processed. Data from the existing 11 multibeam surveys have been edited and the investigators have ground-truthing and habitat classification for these surveys at varying scales. Nearly all of the surveys have some level of metadata and reporting available and all have been classified using the Greene et al. classification scheme.

Tasks

CIMRS investigators will use the existing sidescan, multibeam and backscatter data to re-map and standardize a methodology to be used on all the available sonar data. They will apply existing ground-truth information to determine sediment types and apply the modeled sediment types in Geocoder or Fledermaus software as appropriate. They will re-characterize and reclassify the seafloor according to Greene et al. for all of the datasets of the 20 total.

The team will begin design work on a scalable Seafloor Atlas using OCNMS data in ArcGIS that connects to the shoreline and has the capability of incorporating new data as it is collected by OCNMS and other entities in WA. This will be an online Atlas that can be transferred to NOAA and or DNR for expansion into the future. Its basic features will include zooming, panning, measurement of features, coordinate display, map composition and printing of maps, subsetting and shipping of the raw data to users from the web interface, downloading of datasets, and other GIS functionality TBD by the

investigators, DNR and NOAA OCNMS.

The CIMRS team will maintain regular communication with the DNR GIS unit throughout the term of the Agreement to ensure a successful transfer of data and technology.

Deliverables

	<i>Due Date</i>
• Draft GIS data layers and seafloor atlas	May 15, 2015
• GIS data layers of benthic habitat data	May 29, 2015
• Seafloor atlas	June 19, 2015
• Final report detailing methodology	June 26, 2015

OSU will also provide DNR with progress reports as an attachment to each invoice, as well as other summary reports as necessary.

Budget Justification

We request 0.75 months support for the PI, Goldfinger, to conduct the proposed project. We request 2.8 months support for lead Technician Chris Romsos who will complete the reprocessing and data integration. We request three months support, \$2025 in departmental computer support, and \$735 for disk storage.

