



INTERLOCAL AGREEMENT

TITLE: 13-15 Coastal MRC - Pacific County
CONTRACTOR: Pacific County
TYPE: Payable

WDFW NUMBER: 13-2109
CONTRACT PERIOD: 7/1/2013 to 6/30/2014

A. PARTIES TO THIS CONTRACT

This Contract is entered into between the Washington State Department of Fish and Wildlife, 600 Capitol Way North, Olympia, WA 98501-1091, hereinafter referred to as the WDFW, and Pacific County, PO Box 68, South Bend, WA 98586, hereinafter referred to as the Contractor, for the express purposes set forth in the following provisions of this Contract.

B. PURPOSE OF CONTRACT

Under the provisions of chapter 39.34 RCW, this contract sets out the terms and conditions by which the Contractor shall provide those goods and/or services as defined herein.

C. DESCRIPTION OF PROJECT

Contractor shall perform the project as described in Attachments, which are incorporated herein by this reference:

Attachment "A" General Terms and Conditions

Attachment "B" Contract/Project Summary

Attachment "C" Contractor's proposal, if any

Attachment "D" Other, if any

D. COMPENSATION / 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 \$34,122. Payment for satisfactory performance of work shall not exceed this amount unless this agreement is amended. Compensation for services shall in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein. All invoices shall reflect WDFW Contract number 13-2109.

E. FEDERAL FUNDING

Any federal funding received by the Contractor will be shown with the budget in Attachment "B". If federal funds are being provided with this agreement, further guidance will be provided in Attachment "A" regarding federal compliance issues.

F. BILLING PROCEDURE

The Contractor shall submit invoices monthly UNLESS specified otherwise in Attachment "B". Invoices for services rendered in accordance within this agreement shall be sent directly to the WDFW Project Manager. Payment to the Contractor for approved and completed work will be made by warrant or account transfer by WDFW 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.

G. RIGHTS AND OBLIGATIONS

Attachment A contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between the WDFW and the Contractor, and specific obligations of both parties. All rights and obligations of the parties to this Contract shall also be subject to and governed by other Attachment(s) to this contract.

H. ADDITIONAL PROVISIONS OR MODIFICATIONS OF THE GENERAL PROVISIONS (IF ANY)

(None)

I. CONTRACT REPRESENTATIVES

The below named representatives for each of the parties shall be the contact people for all communications and billings regarding the performance of this Contract. All written communications regarding this Contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

Contractor's Representative

WDFW's Representative

Faith Taylor-Eldred PO Box 68 South Bend, WA 98586 Office Phone: (360) 875-9356 Fax: (360) 875-9304 Email: ftaylor@co.pacific.wa.us	Heather Reed 48 Devonshire Rd Montesano, WA 98563-9618 Office Phone: (360) 753-2600 Ext 202 Fax: (360) 664-0689 Email: Heather.reed@dfw.wa.gov
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J. ENTIRE CONTRACT

This Contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this Contract shall exist or bind any of the parties.

K. APPROVAL

This contract shall be subject to the written approval of WDFW'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

IN WITNESS WHERE, WDFW and the Contractor have signed this contract.

CONTRACTOR

WASHINGTON STATE DEPT. OF FISH AND WILDLIFE

By: _____

By: Jeffrey Hugdahl

Title: _____

Title: Contracts and Purchasing Manager

Date _____

Date _____



Contract/Project Summary

Attachment B

TITLE: 13-15 Coastal MRC - Pacific County	WDFW NUMBER: 13-2109
PERIOD: 07/01/2013 to 06/30/2014 CONTRACTOR: Pacific County CONTRACTOR CONTACT: Faith Taylor-Eldred (360) 875-9356 CONTRACT TYPE: Payable CONTRACT SUB TYPE: Interlocal STAFF TYPE: External PROJECT GROUP: Nearshore Management PROJECT TYPE:	WDFW MANAGER: Heather Reed (360) 753-2600 Ext 202 CFDA NUMBER: AWARD NUMBER: 2013 3ESSB 5034 RFQQ/RFQ/RFP/IFB NUMBER:
SUMMARY PROJECT DESCRIPTION: Summary Project Description The purpose of this contract is to support the administrative capacity for the Pacific County Marine Resources Committee (MRC) and to provide project funds. The goal of the Coastal MRC Program is to understand, steward, and restore the marine and estuarine ecological processes of the Washington coast in support of ecosystem health, sustainable marine resource-based livelihoods, cultural integrity, and coastal communities. All projects will follow the requirements in the Coastal MRC 2013-2015 Policies and Procedures Manual. This contract addresses the following program benchmarks: Education and Outreach and Coastal Communities.	
PROJECT STATEMENT OF WORK: PROJECT STATEMENT OF WORK Contract Award for FY2014 \$34,122 The following tasks are required for the completion of this contract. Operations - Task 1: MRC Coordination The Pacific Conservation District, through an MOU with Pacific County will provide MRC coordination support for the MRC. This includes planning, organizing, and facilitating meetings, recording and distributing meeting and activity summaries to those interested in the MRC activities. The MRC coordinator will manage tasks of the MRC, assign work to volunteers, and assure timely completion of work and final reports. The MRC coordinator is also responsible for coordinating with WDFW and completing contract deliverables. Additionally, the MRC coordinator will maintain and develop outreach tools to communicate with the MRC and the public regarding activities and accomplishments. Cost: \$20,000 Deliverable 1a: Name and contact information for the MRC Coordinator and County contacts. (Due October 15, 2013) Deliverable 1b: FY14 project budget and work plan. (Due October 15, 2013) Deliverable 1c: Summary of actions completed in the first quarter, as well as a list of prioritized recommendations for future action. This information will be included in the annual Report to the Legislature. (Due October 15, 2013) Deliverable 1d: FY15 project budget and work plan. (Due June 1, 2014) Deliverable 1e: Submit quarterly progress reports on the Quarterly Report Form describing the progress and barriers for each contract deliverable. Updated report templates will be sent out to coordinators in the case of a contract amendment. (Due October 15, January 15, April 15, and June 30) Deliverable 1f: Annual list of county appointed MRC board members including full name, organization and MRC seat representation. Approved Ground Rules and By Laws. (Due July 10, 2014)	

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<p>Deliverable 1g: As necessary, send WDFW coordinator updates for program website and develop additional outreach tools. (Due July 10, 2014)</p> <p>Deliverable 1h: A brief operational summary that includes prioritized recommendations for future actions and products for MRC development, a description of challenges and growth over the past year, and ideas on new ways to utilize the MRC to implement the Coastal MRC Program Priorities. (Due June 30, 2014)</p> <p>Projects - Task 2: Washington Coastal Marine Advisory Council Representation Pacific County MRC will designate one or more representative(s) or alternate(s) to attend the regular Washington Coastal Marine Advisory Council (WCMAC) meetings. The designee will represent the MRCs interests and perspectives on behalf of the entire MRC membership, share updates on local issues and activities, learn about regional and state agency activities, coordinate on shared interests, and then report key items back to the MRC. PCMRC may cooperate with the WCMAC on projects and recommendations. The MRC will support one representative's mileage at the per diem rate to and from each meeting. This task addresses the program benchmarks: Education and Outreach and Coastal Communities. Cost: \$1000</p> <p>Deliverable 2a: A brief summary describing the MRC's WCMAC participation and representation at each meeting. (Due June 30, 2014)</p> <p>Projects - Task 3: Beach Cleanup, Grass Roots Garbage Gang Pacific County MRC will support and participate in three beach cleanup events planned and organized by the Grass Roots Garbage Gang (GRGG). The MRC will volunteer, provide garbage bags, pay tipping fees, and advertise for each of the cleanup events. This task addresses the program benchmarks: Marine Habitats, Marine Life, Marine and Fresh Water Quality, Education and Outreach, and Coastal Communities. Cost: \$4,000</p> <p>Deliverable 3a: Submit a final report form with pictures of the events. (Due June 30, 2014)</p> <p>Projects - Task 4: Stewards of Our Peninsula The Stewards of Our Peninsula (SOOP) project will increase community environmental responsibility and stewardship through education from a watershed perspective. PCMRC will fund field trip transportation for 150 students and community members to a field investigation site at various State Parks. On the field trips, students will conduct a beach cleanup and an ecosystem study. This task addresses the following program benchmarks: Education and Outreach, and Coastal Communities. Cost: \$1,920</p> <p>Deliverable 4a: Submit a final report form, attaching any additional information. (Due June 30, 2014)</p> <p>Projects - Task 5: Science Conference The PCMRC will host its fifth annual science conference in 2014. This task includes planning for and hosting a local science conference in order to promote and raise awareness about local marine and estuarine resource issues among members of the MRC and the public. Topics for the conference will be generated from the previous year's comments. A sub-committee will organize and advertise for the event and develop a detailed budget approved by the PCMRC Board. This task addresses the following program benchmarks: Education and Outreach, and Coastal Communities. Cost: \$2,500</p> <p>Deliverable 5a: A conference agenda with confirmed conference dates, topics, speakers, a detailed budget, and an administrative plan to recruit participants. (Due March 15, 2014)</p> <p>Deliverable 5b: A report of the outcomes from the conference, including a list of participants, strengths and suggested improvements for future events and pictures. (Due June 30, 2014)</p> <p>Projects-Task 6: PCMRC Website Maintenance This task will fund the annual maintenance of the Pacific County MRC website http://www.pacificcountymrc.com MRC board volunteers and coordinator will ensure that the site remains up to date based on the priorities of the committee. A well maintained website will contribute to Pacific County's effort to inform the public about local marine resource issues, provide announcements for upcoming volunteer efforts on MRC projects, disseminate scientific information from studies conducted by the MRC, encourage citizen participation and coordination across the coast, and promote stewardship and understanding of the coastal</p>	

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estuarine and marine resources in the county. This task addresses the following program benchmarks: Education and Outreach. **Cost: \$177**

Deliverable 3a: Submit a final report form. (Due June 30, 2014)

Projects-Task 7: Willapa Utilization and Renewal Innovation Partnership Zone

The Port of Willapa was one of three Innovation Partnership Zone (IPZ) Designations awarded by the Department of Commerce on October 1, 2013 to foster economic growth. The IPZ Designation will assist with supporting sustainable marine-resource based industries and supporting cultural and economic integrity of coastal communities. The Willapa Utilization and Renewal Innovation Partnership Zone (WURIPZ) project will bring together research universities, private local businesses, workforce training, economic development organization, Shoalwater Bay Tribe, and other partners to develop and promote innovative commercially viable business opportunities. This project will facilitate the requirement of the IPZ designation to develop a materials inventory list to identify county wide available resources including waste streams. This task addresses the following program benchmarks: Coastal Communities. **Cost: \$2,000**

Deliverable 7a: Submit a final report form. (Due June 30, 2014)

Projects - Task 8: Water Quality Education and Improvement at South Bend High School

The PCMRC will support education on water quality and improvement at South Bend High School by providing funding for students to do research related to our local bodies of water. Students will learn what levels of CO2, O2, phosphates, nitrates, ammonia, hardness, pH, temperature, and conductivity are favorable or unfavorable and learn how to improve/maintain their marine environment. This task addresses the following program benchmark: Education and Outreach. **Cost: \$800.**

Deliverable 8a: Submit a final report form with pictures. (Due June 30, 2014)

Projects - Task 9: Outdoor School Program with Ocean Park Elementary School

The outdoor school program will teach students about the natural sciences so that they can use that information to become more knowledgeable and philanthropic citizens. The students will be exploring field-based science concepts as they relate to natural resources. Approximately 30 students will join other Northwest sixth grade students to study timber, recreational opportunities, agricultural products, water, wildlife, and minerals in an outdoor classroom, camp-like setting. Each class at Outdoor School has a piece of land, called a "study-plot" as its classroom, and each plot has access to a stream or lake, varieties of trees and shrubs, and an assortment of birds and animals. This task addresses the program benchmarks: Education and Outreach. **Cost: \$1,725.**

Deliverable 9a: Submit a final report form with pictures. (Due June 30, 2014)

PROJECT BUDGET: OBJECT DETAIL

INDIRECT RATE: Indirect amount calculated by CAPS

<u>Object</u>	<u>Sub Object</u>	<u>Total Cost</u>
N-Grants		\$34,122

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CURRENT FUNDING:			
<u>Fund/Appropriation</u>	<u>Type</u>	<u>Amount</u>	<u>%</u>
001-500 GF-L Salaries and Expenses	Local	\$34,122	100.0%
MASTER INDEX:			
12716			

**Attachment A -
GENERAL TERMS AND CONDITIONS
Services Contract**

DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the **Department of Fish and Wildlife** of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "RCW" shall mean the Revised Code of Washington. All references in the contract to RCW chapters or sections shall include any successor, amended or replacement statutes.
- E. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

ACCESS TO DATA

In compliance with RCW 39.26.180, the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

AMENDMENTS

This contract 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.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the AGENCY.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, 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.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The

AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the CONTRACTOR'S name, address, and contract number; and
 - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

DUPLICATE PAYMENT

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

FILING REQUIREMENT

This contract may be required to be filed with the Department of Enterprise Services (DES). No contract required to be so filed is effective and no work shall be commenced nor payment made

until ten (10) business days following the date of filing and until approved by DES. In the event DES fails to approve the contract, the contract shall be null and void.

FINAL INVOICE

The CONTRACTOR shall submit the final invoice not later than 60 calendar days from the end of the contract period.

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

The CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by the CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

The CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. The CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

The CONTRACTOR shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in this section. The CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract; the failure of the AGENCY to enforce this term in no way reduces the CONTRACTOR's responsibilities under this section.

LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

MINORITY, WOMEN AND VETERAN-OWNED BUSINESSES

The AGENCY encourages participation by minority and women-owned business enterprises certified by the Office of Minority and Women's Business Enterprises (OMWBE); and veteran-owned businesses certified by the Department of Veteran's Affairs (DVA). If any part of this contract is subcontracted to an OMWBE or DVA-certified firm the CONTRACTOR shall submit a statement of participation indicating what OMWBE or DVA certified firm was used and the dollar amount of their subcontracts.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

PREVAILING WAGE

If work performed by CONTRACTOR employees is subject to Chapter 39.12 of the Revised Code of Washington, the CONTRACTOR shall pay the prevailing rate of wages to all CONTRACTOR workers, laborers or mechanics in the performance of any part of the work described in the contract in accordance with state law and Department of Labor and Industries rules and regulations. The CONTRACTOR shall comply with the filing requirements required by this statute, including Statement of Intent to Pay Prevailing Wage, and Affidavit of Wages Paid.

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

PUBLICITY

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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.

REGISTRATION WITH DEPARTMENT OF REVENUE

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY

While on AGENCY premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

STATEWIDE VENDOR PAYMENT REGISTRATION

The CONTRACTOR is required to be registered in the Statewide Vendor Payment System prior to submitting a request for payment under this contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Vendor Payment System; to obtain registration materials go to <http://www.ofm.wa.gov/isd/vendors.asp> or contact the Statewide Payee Help Desk at (360) 407-8180.

SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

TERMINATION FOR CAUSE

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

TREATMENT OF ASSETS

1. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
2. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
3. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
4. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
5. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 1/8/2013