



## INTERLOCAL AGREEMENT

**TITLE:** 11-13 Coastal MRC Pacific  
**CONTRACTOR:** Pacific County  
**TYPE:** Payable

**WDFW NUMBER:** 11-1587  
**CONTRACT PERIOD:** 7/1/2011 to 6/30/2013

### **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 \$21,450. 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 11-1587.

### **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)**

MRCs may charge a federally approved indirect rate (up to 25%) as part of their Operational Funds, but may not charge any indirect on Project Funds. Salaries and benefits charged on a personal service contract under project funds should have direct costs, not an indirect rate.

See the 2011-2013 MRC Policies and Procedures Manual (attached) for more information.

**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**

Michael Johnson PO Box 68 South Bend, WA 98586 Office Phone: (360) 875-9424 Fax: (360) 875-9423 Email: paccon@willapabay.org	Jenna Norman WA Department of Fish & Wildlife 600 Capitol Way N PO Box 43200 Olympia, WA 98501-1091 Office Phone: (360) 902-2658 Fax: (360) 902-2946 Email: jenna.norman@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: Lee Rolle

Title: \_\_\_\_\_

Title: Chief Financial Officer

Date \_\_\_\_\_

Date \_\_\_\_\_