INTERAGENCY AGREEMENT

TITLE: Pacific County MRC 19-21  WDFW NUMBER: 19-14173
CONTRACTOR: Pacific County  CONTRACT PERIOD: 07/01/2019 to 06/30/2021
TYPE: Payable / Goods and Services / Interlocal  CONTRACT VALUE: $80,148.00

A. PARTIES TO THIS CONTRACT
This Contract is entered into between the Washington State Department of Fish and Wildlife (WDFW), 600 Capitol Way North, Olympia, WA 98501-1091; and Pacific County (Contractor), PO Box 68, South Bend, WA 98586; and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF CONTRACT
This contract sets out the terms and conditions by which the Contractor shall provide goods and/or services to WDFW.

C. DESCRIPTION OF PROJECT
The 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 - Statement of Work

D. PERIOD OF PERFORMANCE
The performance period under this Contract shall commence on 07/01/2019 and terminate on 06/30/2021. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this Contract. The Contract may be terminated or the performance period extended pursuant to terms set forth in Attachment - A.

E. COMPENSATION / PAYMENT
The total dollars provided by WDFW for this project shall not exceed $80,148.00. The Contractor shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this Contract will be reimbursed. Any additional services provided by the Contractor must have prior written approval of WDFW.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the Contractor not more often than monthly. The invoices shall describe and document to WDFW’s satisfaction a description of work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

Payment shall be considered timely if made by WDFW within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor. WDFW may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for the services rendered if the Contractor fails to satisfactorily comply with any term or conditions of this contract.

F. RIGHTS AND OBLIGATIONS
All rights and obligations of the parties of this Contract are subject to this Contract, including the Attachments, which are incorporated herein by this reference. By signing this Contract the Contractor acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this Contract.

G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND WDFW POLICIES
The Contractor shall comply with, all applicable state, federal, and local laws and regulations, including published WDFW policies, while performing under this Contract
H. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations.
- Special Terms and Conditions as contained in this basic contract instrument.
- Attachment - A - General Terms and Conditions.
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

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**
Courtney Hagain
P.O. Box 336
South Bend Washington 98586
360-8756732
chagain@willapabay.org

**WDFW’s Representative**
Amy Spoon
WDFW Region 6
48 Devonshire Road
Montesano, WA 98563
360-249-4628
amy.spoon@dfw.wa.gov

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. This 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.

**PACIFIC COUNTY**

________________________
SIGNATURE AND DATE

________________________
PRINTED NAME AND TITLE

**WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**

________________________
SIGNATURE AND DATE

________________________
PRINTED NAME AND TITLE
DEFINITIONS
As used throughout this contract, the following terms shall have the meaning set forth below:

A. "AGENCY" or "WDFW" 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.

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.

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.

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

DISPUTES
In the event that a dispute arises under this contract, it shall be determined by a Dispute Board in the following manner: Each party to this contract 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, contract terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process and if applicable, 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.

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.

ENTIRE AGREEMENT
This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

EQUIPMENT MANAGEMENT
For the purposes of this contract, "Inventoryable Equipment" shall mean a tangible asset which has a service life of more than one year and with a unit cost of $5,000 or greater; and tangible assets with a unit cost of more than $300 that the AGENCY considers "small and attractive," such as engines, chain saws, communications equipment, global position systems, optical devices, cameras, microcomputer and related systems, and video equipment; and firearms, boats and motorized vehicles of any value.
If the CONTRACTOR uses contract funds to purchase Inventoriable Equipment, title to that Inventoriable Equipment shall be held by the AGENCY unless otherwise specified in this contract. The AGENCY's Inventoriable Equipment provided to the CONTRACTOR shall be used only for the performance of this contract. Title to the AGENCY's Inventoriable Equipment shall remain with the AGENCY.

The CONTRACTOR shall take reasonable steps to account for and protect Inventoriable Equipment from loss or damage; report to the AGENCY any loss or damage of such property; and take reasonable steps to protect such property from further damage. The CONTRACTOR shall surrender to the AGENCY all Inventoriable Equipment either provided by the AGENCY or purchased with contract funds upon the completion or termination of this contract.

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.

HOLD HARMLESS
Each party to this contract 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. Both parties 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 contract.

INDEPENDENT CAPACITY
The employees or agents of each party who are engaged in the performance of this contract 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.

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

PREVAILING WAGE
If any work performed by subcontractors is subject to Chapter 39.12 of the Revised Code of Washington, the CONTRACTOR shall ensure that its subcontractors pay the prevailing rate of wages to all subcontractor 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.

RECORDS MAINTENANCE
The parties to this contract 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 services 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 contract 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.

Records and other documents, in any medium, furnished by one party to this contract 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.

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.

RIGHTS IN DATA
Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AGENCY. 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 copyright, patent, register and the ability to transfer these rights.

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" clause, without the thirty-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.

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 AGENCY 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 contract 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.

TERMINATION
Either party may terminate this contract upon 30-days' prior written notification to the other party. If this contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination.

TERMINATION FOR CAUSE
If for any cause, either party does not fulfill in a timely and proper manner its obligations under this contract, 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 correct the violation or failure within 15-working days. If failure or violation is not corrected, this contract may be terminated immediately by written notice of the aggrieved party to the other.

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.
Attachment B -

**CONTRACT/PROJECT SUMMARY**

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Pacific County MRC 19-21</th>
<th>WDFW CONTRACT NUMBER:</th>
<th>19-14173</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERIOD:</td>
<td>07/01/2019 to 06/30/2021</td>
<td>WDFW MANAGER:</td>
<td>Amy Spoon</td>
</tr>
<tr>
<td>CONTRACTOR:</td>
<td>Pacific County</td>
<td></td>
<td>360-249-4628</td>
</tr>
<tr>
<td>CONTRACTOR CONTACT:</td>
<td>Courtney Hagain</td>
<td></td>
<td>360-875-6732</td>
</tr>
<tr>
<td>CONTRACT TYPE:</td>
<td>Payable / Goods and Services / Interlocal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUMMARY CONTRACT DESCRIPTION:**

The purpose of this contract is to support the administrative capacity for the Pacific County Marine Resources Committee (MRC) and provide funds for the MRC to participate in meetings of the Washington Coastal Marine Advisory Council (WCMAC) and projects. 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. This contract addresses the following program benchmarks: Education and Outreach, Coastal Communities, Marine Habitats, Marine Life, Marine and Freshwater Quality, and Sound Science.

Master Index Number(s): 36651

<table>
<thead>
<tr>
<th>CFDA Number</th>
<th>Award Year</th>
<th>Award Number</th>
<th>Research &amp; Development?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Applicable</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

WDFW 19-14173 PAGE 6
Attachment C -
STATEMENT OF WORK

19-21 COASTAL MRC –PACIFIC COUNTY
07/01/2019 – 06/30/2021

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 2019-2021 Policies and Procedures Manual. This contract addresses the following program benchmarks: Education, Outreach and Coastal Communities, Marine Life, Marine Habitats and Marine and Fresh Water Quality.

Contract Award for FY2020 and FY2021: $80,148

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: $40,000

Deliverable 1a: Name and contact information for the MRC Coordinator and County contacts. (Due October 15, 2019)

Deliverable 1b: FY19 project budget and work plan. (Due October 15, 2019)

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, 2019)

Deliverable 1d: FY19 project budget and work plan. (Due June 1, 2020)

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, 2020)

Deliverable 1g: As necessary, send WDFW coordinator updates for program website and develop additional outreach tools. (Due as necessary)

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, 2020)
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.

Deliverable 2a: A brief summary describing the MRC's WCMAC participation and representation at each meeting. (Due June 30, 2020)  
(2-year sum) Cost: $300

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.

Deliverable 3a: Submit a final report form with pictures of the events. (Due June 30, 2020)  
(2-year sum) Cost: $5,500

Projects – Task 4: Science Conference
The PCMRC will host its tenth and eleventh annual science conference in 2020 and 2021. 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.

Deliverable 4a: A conference agenda with confirmed conference dates, topics, speakers, a detailed budget, and an administrative plan to recruit participants. (Due March 15, 2020)  
Deliverable 4b: 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, 2020, June 30, 2021)  
(2-year sum) Cost: $8,000

Projects – Task 5: International Coastal Cleanup
Washington CoastSavers and the National Marine Sanctuary Foundation will be coordinating their 9th cleanup on the entire outer coast of Washington State and more. The goal of this project is to engage citizens in Pacific County and remove debris from the coastal beaches before winter storms breakup or disperse it. This task addresses the program benchmarks: Marine Habitats, Marine Life, Marine and Fresh Water Quality, Sound Science, Education and Outreach, and Coastal Communities.

Deliverable 5a: A final report will all relevant results and pictures will be submitted to the PCMRC. (Due October 1st, 2020.)  
Cost: $1,000

Projects – Task 6: Sea Resources Salmon Education Specialist
Pacific County MRC is assisting Sea Resources in their ongoing revitalization effort of the Chinook Hatchery. They are working on a robust summer education program for locals, students and tourists. This task addresses the program benchmarks: Marine Habitats, Marine Life, Marine and Fresh Water Quality, Education and Outreach, and Coastal Communities.

Deliverable 6a: Sea Resources will send photos and Education Displays to the PCMRC that are used for events by December 2020. (Due December 2020)  
Deliverable 6b: Sea Resources will provide copies of the education programs and invite the PCMRC to attend all activities. (Due December 2020)  
Cost: $7,128
Projects – Task 7: Sea Resources Hatchery Operations Assistant
Pacific County MRC will assist Sea Resources in the revitalization and restoration of the Historic Chinook Hatchery. A professional fishery trained lead assistant will help move the projects forward with the needed science required when raising salmon and trout. This will also assist in meeting the WDFW protocol and requirements. This task addresses the program benchmarks: Marine Habitats, Marine Life, Marine and Fresh Water Quality, Education and Outreach, and Coastal Communities.

Cost: $12,320

Deliverable 7a: Provide a final report of tasks completed with photos to document. (Due December 2020)

Projects – Task 8: Earth Day Film Festival
Pacific County MRC plans on hosting a film festival in honor of the 50th anniversary of Earth Day. One day in North Pacific County at the Raymond Theater and one in South County as the Neptune Theater. John Harrington will also be at both locations to talk about Anthropocene. This task addresses the program benchmarks: Marine Habitats, Marine Life, Marine and Fresh Water Quality, Education and Outreach, and Coastal Communities.

Cost: $400

Deliverable 8a: List of films shown and number of people who attended. (Due December 2020)

Deliverable 8b: Submit a final report and pictures of the event (Due December 2020)

Projects – Task 9: Annual Marine Resource Committee Summit
Each fall, members of the four coastal MRCs convene to participate, interact, and learn of updates on various topics important to the coastal MRC members. This is an invaluable meeting of the entire coast MRC to share ideas, share struggles, and provide a framework for the future of the coastal MRC Program. This task aims at providing funding to aid in the event facilities and catering for this annual event. This task addresses the program benchmarks: Marine Habitats, Marine Life, Marine and Fresh Water Quality, Sound Science, and Education and Outreach and Coastal Communities.

Cost: $5,500

Deliverable 1a: A summary of the 2020 Summit Event, including at least five photos of the event. (June 30, 2020)