



INTERLOCAL AGREEMENT

332.09.0592e

11/10/09

TITLE: Coastal MRC Clallam
CONTRACTOR: Clallam County
TYPE: Payable

WDFW NUMBER: 09-1514
CONTRACT PERIOD: 7/1/2009 to 6/30/2010

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 Clallam County, 223 E 4th Street, Suite 5, Port Angeles, WA 98362-0149, 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 \$41,962. 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 09-1514.

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)

Clallam County may charge indirect OR administrative costs up to 25% of award (\$10,490.50) as part of the grant agreement. These costs are part of, and not in addition to the total grant award of \$41,962.00.

Clallam County is required to follow the guidance in the "Coastal Marine Resource Committee Program Policy and Procedures Manual" for expenses that are eligible for reimbursement and for reimbursement processes. This manual is an attachment to this contract.

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

Richard Osborne 223 E 4th Street Suite 5 Port Angeles, WA 98362-0149 Office Phone: (360) 417-2569 Fax: (360) 417-2443 Email: rosborne@co.clallam.wa.us	Brie Van Cleve 600 Capitol Way N PO Box 43200 Olympia, WA 98501-1091 Office Phone: (360) 902-2750 Fax: Email: vanclfbv@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: 

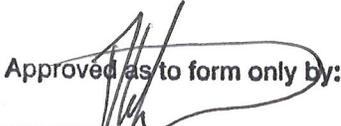
Title: Howard V. Doherty, Jr.
Chairman of the Board

Title: Lee Rolle
Chief Financial Officer

Date November 10, 2009

Date 11/23/09

Approved as to form only by:



Douglas E. Jensen
Chief Civil Deputy Prosecuting Attorney
Clallam County



STANDARD - GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** As used throughout this contract, the following terms shall have the meaning set forth below:
 - A. **"WDFW"** shall mean the Department of Fish and Wildlife, of the state of Washington, any program, division, section, unit or other entity of WDFW, or any of the officers or other officials lawfully representing WDFW.
 - B. **"Agent"** shall mean the Director, Department of Fish and Wildlife, 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 services under this contract, and shall include all employees of the Contractor.
 - D. **"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.
 - E. **"Personal Property"** shall mean that property which in its broadest legal signification includes everything the subject of ownership not being land or any interest in land. Personal property includes movable and tangible things, such as furniture, merchandise, etc.
 - F. **"Inventorable Equipment"** includes all capitalized fixed assets plus all fixed assets meeting WDFW definition of small and attractive.
 - G. **"Fixed Assets"** assets (normally tangible, but including several intangible) acquired through state funding, with a life expectancy of more than one year.
2. **IDENTIFICATION:** It is the Contractor's responsibility to ensure that the contract number appears on all correspondence, invoices, reports and materials related to this contract and each contract executed between the Contractor and WDFW.
3. **CONTRACTOR NOT EMPLOYEE OF WDFW:** The Contractor and his or her employees, agents, representatives or sub-contractors performing under this contract are not employees or agents of WDFW. The Contractor his or her employees, agents, representatives or sub-contractors will not hold himself/herself out as nor claim to be an officer or employee of WDFW or of the state of Washington by reason hereof, nor will the Contractor take any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW.
4. **NONDISCRIMINATION:** : During the performance of this Contract, the Contractor shall comply with all federal and State nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance 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 WDFW.
5. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS:** In the event of the Contractor's noncompliance 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 WDFW. 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.

6. **REIMBURSEMENT:** Requests for reimbursement must be in accordance with the contract. These requests must be submitted and approved by the WDFW Program Manager and/or their successor or such other person as designated by the Program Assistant Director. Reimbursement to the Contractor for approved invoices shall be made by WDFW within thirty (30) days upon receipt of invoice. WDFW may, at its sole discretion, terminate the contract or withhold reimbursement claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

Contractor will be notified in writing by WDFW if any disbursements are withheld. Notification shall include the steps necessary for the Contractor to take (if any) to allow WDFW to disburse the withheld reimbursement.
7. **RETAINAGE:** WDFW may retain a percentage of the total contract amount from payments to Contractor. Any percentages or amounts to be retained shall be clearly identified in the Contract. The retained amount, if any, will be disbursed to the Contractor only upon completion and acceptance of the services to be rendered in accordance with the terms and conditions of this contract.
8. **ADVANCED PAYMENTS PROHIBITED:** No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by WDFW with state funding.
9. **RECOVERY OF PAYMENTS TO CONTRACTOR AND INTEREST RATE:** The right of the Contractor to retain monies paid as reimbursement payments is contingent upon satisfactory performance of this contract including the satisfactory completion of the services to be rendered as described in the Scope of Work. In the event the Contractor fails, for any reason, to perform obligations required by this contract, the Contractor may, at WDFW's sole discretion, be required to repay WDFW all monies disbursed to the Contractor for those parts of the project that are rendered ineffectual, in the opinion of WDFW, by such failure to perform. Interest shall accrue at the rate of twelve percent (12%) per annum from the time WDFW demands repayment of funds.
10. **AUDIT DISCREPANCIES:** If any audit identifies discrepancies in the financial records, the Contractor shall provide clarification and/or make adjustments accordingly. Amounts that have been paid to the Contractor in violation of the terms of this contract shall be promptly refunded to WDFW.
11. **OVERPAYMENT:** In the event that WDFW establishes overpayment or erroneous payments made to the Contractor under this contract, WDFW may secure payment, plus interest shall accrue at a rate of twelve percent (12%) per annum from the time WDFW demands repayment of funds.
12. **HOLD HARMLESS AND INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless WDFW, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by contractor's agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless WDFW for any claim arising out of or incident to Contractor's or any subcontractor's performance or

failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless WDFW shall not be eliminated or reduced by any actual or alleged concurrent negligence of WDFW or its agents, agencies, employees and officials.

13. **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 from WDFW.
14. **ASSIGNMENT:** This contract shall not be assignable in whole or in part by the Contractor except with the expressed written consent of WDFW.
15. **UTILIZATION OF MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:** To the extent set forth in the special terms and conditions of this contract, the Contractor is encouraged to utilize minority-owned and women owned business enterprises certified by the Office of Minority and Women's Business Enterprises under the state of Washington certification program and shall be subject to applicable requirements of Chapter 39.19 RCW.
16. **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 agent maintained by the Contractor for the purpose of securing business. WDFW 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.
17. **CONFLICT OF INTEREST:** WDFW may, by written notice to the Contractor terminate this contract if it is found that there is a violation of the State Ethics Law, Chapter 42.52 RCW or any similar statute involving the Contractor in procurement of, or performance under, this contract.
18. **WDFW DOES NOT ASSUME ADDITIONAL DUTIES:** WDFW does not assume any obligation or duty, except as required by federal or state law, to determine if Contractor is complying with all applicable statutes, rules, codes ordinances or permits.
19. **RECORDS, DOCUMENTS AND REPORTS:** The Contractor shall maintain complete financial records relating to this contract and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by WDFW, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement. The Contractor will retain all books, records, documents, and other materials relevant to this contract for six years after the date of final payment by WDFW, and make them available for inspection by persons authorized under this provision.

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.
20. **RIGHT OF INSPECTION:** The Contractor shall provide right of access to its facilities to WDFW, 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.

21. **SAFEGUARDING OF INFORMATION:** The use or disclosure by any party of any information concerning WDFW for any purpose not directly connected with the administration of WDFW's or the Contractors responsibilities with respect to services provided under this contract is prohibited except by prior written consent of WDFW.
22. **REGISTRATION WITH DEPARTMENT OF REVENUE:** The Contractor shall complete registration with the Department of Revenue, General Administration Building, Olympia, WA 98504, and be responsible for payment of all taxes due on payments made under this contract.
23. **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 WDFW. 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.

Data which is delivered under the contract. but which does not originate therefrom, shall be transferred to WDFW with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise WDFW, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. WDFW shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. WDFW shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor. In accordance with Chapter 39.29 RCW, Contractor shall not charge additional costs to the WDFW, the Joint Legislative Audit and Review Committee (JLARC) or the Office of the State Auditor for access to data generated under this contract. Contractor shall provide access to data generated under this contract to the WDFW, the Joint Legislative Audit and Review Committee (JLARC), and the Office of the State Auditor during the term of this Contract and thereafter. For purposes of this section, "data" includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and the methodology for those models.

24. **LICENSING, ACCREDITATION AND REGISTRATION:** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, permitting and registration requirements/standards, necessary for the performance of this contract.
25. **TREATMENT OF INVENTORIAL EQUIPMENT:** Title to all inventoriable equipment financed or furnished by WDFW shall remain in WDFW. Title to all personal property purchased by the Contractor, for which the Contractor uses any WDFW funds or is reimbursed by WDFW, shall vest in WDFW.
 - A. Any property of WDFW furnished to the Contractor under this contract shall, unless otherwise provided herein, be used by the Contractor only for the performance of this contract.
 - B. Contractor shall bear responsibility to WDFW for any loss or damage to WDFW's personal property which 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.
 - C. Should any WDFW personal property be damaged, destroyed or lost, the Contractor shall notify WDFW in writing, and shall take all reasonable steps to protect that property from further damage.

- D. All inventoriable equipment, if any, purchased under the terms of this contract shall become the property of WDFW. The Contractor shall surrender to WDFW all inventoriable equipment and personal property of WDFW upon completion, termination, cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents, representatives or subcontractors.

26. DISPUTES: Except as otherwise provided in this contract, when a bona fide dispute arises between WDFW and the Contractor and it cannot be resolved, either party may request a dispute hearing with the Agent. Either party's request for a dispute hearing must be in writing and clearly state:

1. the disputed issue(s),
2. the relative positions of the parties, and
3. the Contractor's name, address, and Agency contract number.

These requests must be mailed to the Director, Washington State Department of Fish and Wildlife, 600 Capitol Way N., Olympia, Washington 98501-1091, within fifteen (15) days after either party receives notice of the disputed issue(s). The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

27. TERMINATION FOR FUNDING: WDFW may unilaterally terminate this contract 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, WDFW may terminate the contract under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions.

28. TERMINATION FOR BREACH: By written notice, WDFW may terminate the contract, in whole or in part, for failure of the Contractor to perform any of the term and conditions of this contract. In such event 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; provided, that if (i) it is determined for any reason the Contractor was not in breach, or (ii) the Contractor's failure to perform is without Contractor's and/or subcontractor's control, fault or negligence, the termination shall be deemed to be a Termination for Convenience.

29. TERMINATION FOR CONVENIENCE: Except as otherwise provided in this contract, WDFW may, by thirty (30) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interests of WDFW. If this contract is so terminated, WDFW shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

30. TERMINATION PROCEDURE: In the event that this contract is terminated for any reason, the Contractor's exclusive remedy shall be limited to the following: WDFW shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by WDFW, and the amount agreed upon by the Contractor and WDFW for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by WDFW, and (iv) the protection and preservation of property, unless the termination is for breach, in which case the Agent shall determine the extent of the liability to WDFW. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. WDFW may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect WDFW against potential loss or liability.

Upon termination of this contract, WDFW, in addition to any other rights provided in this contract, may require the Contractor to deliver to WDFW 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 Inventoriable Equipment" clause shall apply in such property transfer.

The rights and remedies of WDFW 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 written 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 work that is not terminated under the contract;
3. Assign to WDFW, 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 WDFW 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 WDFW to the extent WDFW may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to WDFW 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 WDFW;
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 WDFW 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 WDFW has or may acquire an interest.

31. LIMITATION OF AUTHORITY: Only an individual delegated authority in writing shall have the express, implied, or apparent authority to alter, amend, modify or waive any clause or condition of this contract on behalf of WDFW. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by WDFW.

32. WAIVER OF DEFAULT: Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by WDFW and attached to the original contract.

33. AMENDMENTS: WDFW may, at any time, by written order make changes in the general scope of the services to be performed under the contract. No payment for changes or extras shall be made unless such changes or extras and the price have been authorized in advance in writing by WDFW. No extension of time will be allowed unless such extension has been authorized by WDFW.

34. GOVERNING LAW: This contract shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Contractor by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

35. SEVERABILITY: If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

36. **GENERAL INSURANCE REQUIREMENTS:** Contractor shall, at all times during the term of this contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at WDFW's option.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by WDFW. Any exception must be reviewed and approved by the WDFW Contracts Officer or in the absence of, the WDFW Deputy Contracts Officer, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Contractor shall furnish WDFW, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and Contract. Said certificate(s) shall contain the above Contract number, ATTN: Contracts Office, a description, and include the State of Washington, WDFW, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Contractor shall include all subcontractors as insured's under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WDFW. Contractor waives all rights against the WDFW for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Contract.

WDFW shall be provided written notice before cancellation (Attn: WDFW Contracts) or non-renewal of any insurance referred to therein, in accord with the following specifications.

- a. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the WDFW 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, the WDFW shall be given 10 days advance notice of cancellation.
- b. Insurers subject to Chapter 48.15 RCW (Surplus lines): The WDFW shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, the WDFW shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, WDFW at its sole discretion, may accept evidence of self-insurance by the Contractor, provided Contractor provides the following:

Contractor shall provide a statement by a CPA or actuary, satisfactory to the WDFW, that demonstrates Contractor's financial condition is satisfactory to self-insure any of the required insurance coverages.

WDFW may require Contractor to provide the above from time to time to ensure Contractor's continuing ability to self-insure. If at any time the Contractor does not satisfy the self-insurance requirement, Contractor shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, WDFW does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to WDFW in this contract.

The limits of insurance, which may be increased by WDFW, as deemed necessary, shall not be less than as follows:

36.1 Commercial General Liability (CGL) Insurance:

Contractor shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by the WDFW, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

36.2 Employers Liability (Stop Gap) Insurance:

If Contractor shall use employees to perform this contract, Contractor shall buy employers liability insurance, and, if deemed necessary as determined by the WDFW, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

36.3 Business Auto Policy (BAP) Insurance:

Contractor shall maintain business auto liability and, if deemed necessary as determined by the WDFW, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

Contractor waives all rights against WDFW for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

36.4 Vessels or Boats: Commercial Marine Protection and Indemnity:

Contractor shall maintain a Commercial Marine Protection and Indemnity (P&I) Policy with P&I limit of not less than \$1,000,000 and with a deductible not to exceed \$25,000 (to include diving operations if diving is part of the contracted services) for any liability which includes coverage for injury to the crew and passengers, per accident.

36.5 Workers' Compensation Insurance:

Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this contract. Except as prohibited by law, Contractor waives all rights of subrogation against the WDFW for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

Contractor shall indemnify WDFW for all claims arising out of Contractor's, its subcontractor's, or sub-subcontractor's failure to comply with any State of Washington worker's compensation

laws where WDFW incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to WDFW by Contractor pursuant to the indemnity may be deducted from any payments owed by WDFW to Contractor for performance of this Contract.

36.6 Professional Liability Insurance:

Professional liability insurance is required if services delivered pursuant to this agreement, either directly or indirectly, involve or require providing professional services. Such coverage shall cover injury or loss resulting from Contractors' rendering or failing to render professional services.

Contractor shall maintain minimum limits no less than \$1,000,000 per incident, loss, or person, as applicable. If defense costs are paid within the limit of liability, Contractor shall maintain limits of \$2,000,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.



Contract/Project Summary

TITLE: Coastal MRC Clallam	WDFW NUMBER: 09-1514
PERIOD: 07/01/2009 to 06/30/2010 CONTRACTOR: Clallam County CONTRACTOR CONTACT: Richard Osborne (360) 417-2569 CONTRACT TYPE: Payable CONTRACT SUB TYPE: Interlocal STAFF TYPE: External PROJECT GROUP: Nearshore Management PROJECT TYPE:	WDFW MANAGER: Brie Van Cleve (360) 902-2750 CFDA NUMBER: AWARD NUMBER: SHB 2049 RFQQ/RFQ/RFP/IFB NUMBER:

SUMMARY PROJECT DESCRIPTION:
 Marine Resources Committees (MRCs) provide the foundation for scientifically sound, locally supported marine conservation measures needed to address marine ecosystem issues within a county. In 1998, Congress authorized the creation of MRCs in the northern Puget Sound counties to provide local, broad-based, grassroots level input to the Northwest Straits Commission. In 2007, the Washington State Legislature passed Substitute House Bill 2049 which authorized MRCs in Pacific, Grays Harbor, and Wahkiakum counties. Clallam and Jefferson counties may each establish a new coastal MRC in addition to existing Puget Sound MRCs. The Washington Department of Fish and Wildlife (WDFW) will coordinate this effort to establish MRCs on the outer coast. Each coastal MRC will work with state, federal, local, and tribal governments to develop a collaborative process to address ocean policy issues. Washington's "Ocean Action Plan" (December 2006) will serve as a guide for state and local ocean policy and activities.

The purpose of this contract amendment is to support the administrative capacity for the North Pacific Coast Marine Resources Committee of western Jefferson and Clallam Counties, develop outreach tools to promote the work of the Marine Resources Committee, and partner with the community groups to sponsor a Marine Resources workshop.

PROJECT STATEMENT OF WORK:
 Total Contract award for FY10 **\$41,962**

The following tasks are required for the completion of this contract:
 Clallam and Jefferson Counties will complete formation of the County's Marine Resources Committee and begin implementation of the work plans described in the reports dated June 29, 2009.

Task 1: Establish new MRC - Present MRC resolution to the Jefferson and Clallam Boards of County Commissioners. **Cost included under "MRC Coordination."**
Deliverable 1a: Signed Jefferson and Clallam County Resolutions. (Due September 18, 2009)

Task 2: Two-County Partnership - Develop an Inter-local agreement (ILA) to formalize the two-county partnership for a "West End" MRC. **Cost included under "MRC Coordination."**
Deliverable 2a: ILA signed by Jefferson and Clallam Counties. (Due October 30th, 2009)

Task 3: MRC Outreach (**Clallam and Jefferson**) - Continue publication of the e-mail "E-MRC News" as the "MRC News". Develop a prototype design for the West End MRC Newsletter and publish an initial issue to, in part, solicit logo designs. (Due November 28, 2009) **Cost: \$ 5,950.**
Deliverable 3a: At least two editions of the MRC News including meeting summaries (monthly there-after). (Due October 31, 2009) (\$2,000)
Deliverable 3b: Design and publish prototype of West End MRC newsletter.

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(Due March 31, 2010) (\$3,950)

Task 4: MRC Coordination - Clallam County will provide MRC Coordinator support including planning and organizing meetings, leading/facilitating meetings, and recording and distributing meeting and activity summaries to those interested in MRC activities. The MRC coordinator will manage tasks of the MRC, assign work to MRC volunteers, and assure its timely completion including leading or delegating education and outreach, marine and fresh water quality, and sound science activities. The MRC coordinator is also responsible for coordinating with WDFW and for completing contract deliverables. Additionally, in coordination with Jefferson County Environmental Health Staff, the MRC Coordinator will maintain and develop additional outreach tools as a means to communicate to the Marine Resource Committee and the public regarding activities and accomplishments.

Cost: \$34,012

Deliverable 4a: Name and qualifications of new MRC Coordinator and a description of duties.

(Due October 30, 2009)

Deliverable 4b: Progress report describing coordination activity, names and representation of MRC Committee members, and MRC annual work plan. (Due October 30, 2009)

Deliverable 4c: Approved Ground Rules and By Laws for the North Pacific Coast MRC.

(Due November 30, 2009)

Deliverable 4d: As necessary update WDFW website and develop additional outreach tools. Additional outreach materials developed will be submitted to WDFW. (Due June 15, 2010)

Deliverable 4e (Jefferson): Maintain Jefferson County presence at MRC meetings and related events.

Task 5: Marine Resource workshop - Plan and host an outreach event to educate people about the value of the marine resources and introduce the Marine Resource Committee. **Cost: \$ 2,000**

Deliverable 5a: An event plan, agenda, and advertisement materials. (Due May 18, 2010)

Deliverable 5b: Workshop report including topic summary, list of attendees, and description of outcomes and next steps. (Due June 15, 2010)

PROJECT BUDGET: OBJECT DETAIL

INDIRECT RATE: Indirect amount calculated by CAPS

<u>Object</u>	<u>Sub Object</u>	<u>Total Cost</u>
N-Grants		\$41,962

PROJECT BUDGET: ITEM DETAIL

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
General.	0			\$41,962

CURRENT FUNDING:

<u>Fund/Appropriation</u>	<u>Type</u>	<u>Amount</u>	<u>%</u>
001-011 GF-S GF-S SALARIES & EXPENSES-FY08	State	\$41,962	100.0%

MASTER INDEX:

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