

**INTERLOCAL AGREEMENT REGARDING
DISTRIBUTION OF OPERATING FUNDS FROM THE
WASHINGTON COAST SUSTAINABLE SALMON PARTNERSHIP
TO THE NORTH PACIFIC COAST LEAD ENTITY**

THIS AGREEMENT is executed by and between Clallam County ("CC"), and Grays Harbor County ("GHC"); for the purpose of distributing earmarked operating funds to the North Pacific Coast Lead Entity ("NPCLE") from grants awarded to GHC, fiscal agent for the Washington Coast Sustainable Salmon Partnership ("WCSSP"). The parties enter into this Interlocal Agreement ("Agreement") effective as of the date set fourth in section 5(A) of this agreement for the purposes and under the terms contained herein.

WHEREAS, WCSSP is administered by GHC under Salmon Project Agreement 09-1565N from the Recreation and Conservation Office; and

WHEREAS, NPCLE is administered by CC under Operational Grant 09-1504N from the Recreation and Conservation Office as authorized under Chapter 77.85 RCW Salmon Recovery Act; and

WHEREAS, operating funds for NPCLE have been earmarked in grants to GHC; and

WHEREAS, the Parties are authorized and empowered to enter into this Agreement pursuant to covering expenses (salary, benefits, and travel) associated with administration, coordination, and the implementation of joint meetings, projects and programs of the WCSSP.

THEREFORE, in consideration of mutual promises and covenants herein, CC and GHC agree:

Section 1. Definitions. Except for the terms defined in this section, and unless the context indicates otherwise, for the purposes of this Agreement and any related agreements, the Parties shall use the definitions found in Chapter 77.85 RCW Salmon Recovery Act.

"Agreement" means this interlocal agreement.

"CC" means Clallam County.

"GHC" means Grays Harbor County.

"LE" means one or more of the 27 Washington State Lead Entities for salmon restoration.

"NPCLE" means North Pacific Coast Lead Entity.

"WCSSP" means Washington Coast Sustainable Salmon Partnership.

"RCO" means Recreation and Conservation Office.

Section 2. Responsibilities of GHC. In return for submitting invoices that document WCSSP related payroll hours and travel expenses incurred by NPCLE, GHC will reimburse CC out of funds authorized in accordance with grant 09-1565N with a distribution not to exceed the following:

<u>Budget Category</u>	<u>Activity</u>	<u>Amount</u>
LE Admin. Operations	(1-2 meetings/month; w/prep and follow-up)	\$ 13,100
LE Regional Planning	(1 meeting/month; w/prep and follow-up)	\$ 7,000
LE Travel Expenses	(1-2 meetings/month)	\$ 6,000
		<u>\$ 26,100</u>

Section 3. Responsibilities of CC. In return for honoring invoices that document expenses incurred by NPCLE, CC shall:

- A. Monitor NPCLE activities and expenses associated with WCSSP responsibilities to ensure they are conducted properly, safely, and in accordance with this Agreement and all associated contracts.
- B. Submit documentation of all expenses, including a break-down of dates and a brief description of WCSSP associated labor, travel, and indirect overhead.
- C. CC shall defend, indemnify and hold GHC, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, fines, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of GHC.

GHC shall defend, indemnify and hold CC, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, fines, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of CC.

Section 4. Term of Agreement. This agreement shall terminate on June 30, 2011 at the end of the 2011 fiscal year, in accordance with Grant 09-1565N.

Section 5. Miscellaneous Provisions.

- A. Effective Date: This Agreement shall be in effect as of July 1, 2009.
- B. Amendment: This Agreement may be amended only in writing and only by agreement of all Parties except as set forth in this section.
- C. Non-Waiver: No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or of a different provision of this Agreement.

IN WITNESS HERE OF, this agreement is executed by Clallam County and by Grays Harbor County, Washington.

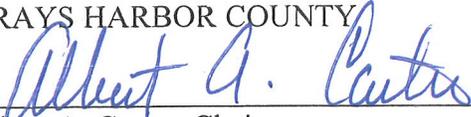
Dated this 20th day of October 2009

Dated this 2nd day of ~~October~~ ^{November} 2009

CLALLAM COUNTY

GRAYS HARBOR COUNTY


Howard V. Doherty, Jr., Chair


Albert A. Carter, Chair


Stephen P. Tharinger

Excused
Mike Wilson, Commissioner

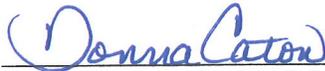

Michael C. Chapman


Terry Willis, Commissioner

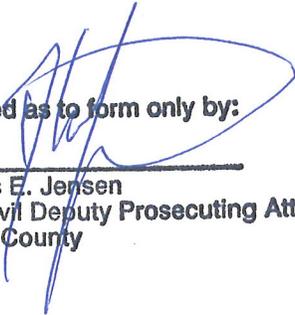
ATTEST:

ATTEST:


Trish Holden, CMC Clerk of the Board


Donna Caton, Clerk of the Board

Approved as to form only by:


Douglas E. Jensen
Chief Civil Deputy Prosecuting Attorney
Clallam County

Attachment A **SCOPE OF WORK**

RE: Supplemental funding from the SRFB through the regional contract to support the Coast Lead Entity Groups (LEGs) in their participation in general regional functions and regional planning activities.

The Washington Coast Sustainable Salmon Partnership allocated \$76,000 to support the participation of all four LEGs in basic regional activities. It is anticipated that these functions will include one meeting per month, phone calls, emails, and occasional inclusion of regional items on LEG agendas.

The Washington Coast Sustainable Salmon Partnership also allocated \$28,000 to support LEG participation in the development of the coast wide salmonid restoration plan. This funding has been equally distributed amongst the four LEGs to support activities associated with the planning process. It is anticipated that the planning process will include one planning committee meeting per month, four workshops, and two technical sessions.

Participation of Lead Entity Coordinator in basic regional activities

- Participation in one meeting per month (total of 24 for the biennium), approximately four hours each, with the regional organization.
 - 4-6 times per year, regional meetings will be web based @ a cost of \$12 per location for the enhanced audio line.

Participation of Lead Entity Group (by Lead Entity Coordinator, or another representative from the LEG), in the regional planning process

- Participation in one meeting per month (total of 18 meetings), approximately four hours each, with the regional planning committee.
 - 4-6 times throughout the process, committee meetings will be web based @ a cost of \$12 per location for the enhanced audio line.
- Participation in four planning workshops, approximately six hours each.
- Lead Entity participation in two technical meetings, approximately four hours each, to review/refine technical input for the plan. This participation could be the Lead Entity Coordinator or technical representatives from the Lead Entity Group.

Additional technical participation

Technical expertise provided for regional activities as agreed to by the LEG and Coast Partnership.

Deliverables

Provide copies of invoices and back up documentation (time card, mileage, and/or receipts) to fiscal agent (Grays Harbor County).