

November 26, 1996

Introduced By: Louise Miller

Proposed No.: 96-999

MOTION NO. **10003**

A MOTION authorizing the executive to sign interlocal agreements with the State of Washington Department of Natural Resources, the State of Washington Department of Fish & Wildlife, and the State of Washington Department of Ecology to provide funding for staff support for the Timber/Fish/Wildlife Policy Group.

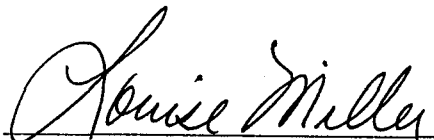
WHEREAS, the three attached agreements are mutually beneficial to both the county and the state agencies, and will provide King County funding for a staff person to support the Timber/Fish/Wildlife Policy Group.

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The executive is authorized on behalf of the county to execute agreements with the State of Washington Department of Natural Resources, the State of Washington Department of Fish & Wildlife, and the State of Washington Department of Ecology in substantially the same form as the attached agreements.

PASSED by a vote of 9 to 0 this 2nd day of December, 1996.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


VICE Chair

ATTEST:


Clerk of the Council

Attachments: Interlocal agreements

10003

Agreement No. C9700052

INTERAGENCY AGREEMENT

between

STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

and

KING COUNTY

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF ECOLOGY, hereinafter, referred to as ECOLOGY and KING COUNTY, hereinafter referred to as "COUNTY".

IT IS THE PURPOSE OF THIS AGREEMENT to provide support for a half-time Policy Group Position to improve issues management and decision making processes in the Timber/Fish/Wildlife (TAW) Policy Group. The Staff position will provide administrative support to both the Policy Group and the Operations Committee.

THEREFORE, IT IS MUTUALLY AGREED THAT:

In consideration of Ecology's support of the half-time position in the amount specified below, King County agrees that the incumbent will provide administrative support for the Policy Group and the Operations Committee as outlined in Attachment A, Statement of Work.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 1996, and be completed on June 30, 1997, unless terminated sooner as provided herein.

PAYMENT

Total compensation including expenses payable to King County for satisfactory performance of the work under this Agreement shall not exceed four thousand dollars. The King County compensation for services shall be based on the following rates or in accordance with the following terms.

Salary	\$2,840
Benefits	\$ 840
Other	\$ 320 (Office, Overhead, Travel, and Per Deim)
Total	\$4,000

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BILLING PROCEDURE

The King County shall submit two invoices - one in December 1996 and one in June 1997. Payment to King County for approved and completed invoices will be made by ECOLOGY within 30 days of receipt of invoices.

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 Agreement 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 agreement 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.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the ECOLOGY. 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.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement 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.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement 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.

TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement 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 Agreement, 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 the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement 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 determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, 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.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

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

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for ECOLOGY is: Bill Obert.

The Contract Manager for King County is: Derek Poon

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of ECOLOGY

King County

By:

By:

Title:

Title:

Date:

Date:

**APPROVED AS TO FORM ONLY:
CHRISTINE O. GREGOIRE
Attorney General**

Appendix A
STATEMENT OF WORK

King County will be responsible for the following tasks in support of the Policy Group and the Operations Committee:

- Coordinating the development of meeting agendas with the Co-Chairs and key representatives of each of the six caucuses, distribute materials and maintain mailing lists.
- Routinely monitoring the progress of committee assignments, working with assigned caucus participants to assure completion in a timely manner, and keeping Co-Chairs informed on progress.
- Prepare minutes for all meetings and distribute in a timely manner.
- Assist Co-Chairs in carrying out their responsibilities by making telephone calls, gathering information and doing appropriate research on issues
- Draft correspondence for Co-Chairs and press releases for the Policy Co-Chairs as appropriate.
- Work with Policy Co-Chairs and key caucus representatives to establish a new Operations Committee.
- Work with caucuses, committees and subcommittees to improve the decision making process by:
 - Analyzing existing processes and previous reports on TAW processes.
 - Recommending a more efficient and effective process, including a uniform format for decision documents.
 - Assisting Co-Chairs in implementing the adopted process and monitor the effectiveness of the adopted process.
- Other duties as assigned by Policy Co-Chairs.

10003

INTERAGENCY AGREEMENT

between

STATE OF WASHINGTON
DEPARTMENT OF FISH & WILDLIFE

and

KING COUNTY OF WASHINGTON STATE

This Agreement, pursuant to chapter 39.34 RCW, is made and entered into by and between the State of Washington Department of Fish & Wildlife, hereinafter referred to as the WDFW, and King County of Washington State, hereinafter referred to as King County, for the express purposes set forth in the following provisions of this Agreement.

IT IS THE PURPOSE OF THIS AGREEMENT TO PROVIDE support for a half-time Policy Group Position to improve issues management and decision making processes in the Timber/Fish/Wildlife (TFW) Policy Group. The Staff position will provide administrative support to both the Policy Group and the Operations Committee.

THEREFORE, IT IS MUTUALLY AGREED THAT in consideration of the WDFW's support of the half-time position in the amount specified below, King County agrees that the incumbent provide administrative support for the Policy Group and the Operations Committee as outlined in Attachment A, Statement of Work.

Identification: The Agreement number _____ must appear on all documents, correspondence, invoices and all other written material submitted or prepared in conjunction with this Agreement.

Period of Performance: This Agreement shall be effective on July 1, 1996 and shall remain in full force and effect until June 30, 1997, unless sooner terminated by either party, as provided herein.

Payment: Total compensation including expenses payable to King County for satisfactory performance of the work under this Agreement shall not exceed Four thousand dollars, (\$ 4,000.00). The King County compensation for services shall be based on the following rates or in accordance with the following terms:

Salary	\$2,840
Benefits	\$ 840
Other	\$ <u>320</u> (Office, Overhead, Travel, and Per Diem)
Total	\$4,000

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King County shall submit two invoices - one in December 1996 and one in June 1997. Payment to King County for approved and completed invoices will be made by the WDFW within 30 days of receipt of invoices.

Independent Capacity: King County and its employees or agents performing under this Agreement are not employees or agents of the WDFW.

Assignability: This Agreement, and any claim arising under this Agreement, is not assignable or delegable by King County either in whole or in part.

Amendments: This Agreement shall only be amended by written mutual consent of both parties.

Nondiscrimination: During the performance of this Agreement, King County shall comply with all federal and state non-discrimination laws, regulations and policies. In the event of the King County's non-compliance or refusal to comply with any non-discrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and King County may be declared ineligible for further contracts with the WDFW.

Unilateral Termination: The WDFW may unilaterally terminate this Agreement in the event that funding from federal, state or other sources becomes no longer available to the WDFW; or is not allocated for the purpose of meeting the WDFW's obligation hereunder. Such action is effective immediately upon written notification of termination by the WDFW.

Termination: Either party may terminate this Agreement by giving written notice to the other, at the address first noted herein, of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

Indemnification: The parties each 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 Agreement.

Disputes: When a dispute arises concerning this Agreement between the WDFW and King County, it shall be determined in the following manner:

Each party will designate an arbitrator, and those two arbitrators will appoint a third arbitrator to the panel.

1. The panel will render a decision on the dispute.
2. Both parties agree to be bound by the determination of the panel of arbitrators.

Waiver: A failure by the WDFW to exercise its rights shall not constitute a waiver of any rights under this Agreement unless stated to be such in writing signed by an authorized representative of the WDFW and attached to the original Agreement.

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Governing Law: This Agreement shall be governed by the laws of the state of Washington. In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state statutes and regulations;
- B. The Terms and Conditions;
- C. Statement of Work attached hereto and incorporated by reference herein; and
- D. Any other provisions or attachments of the Agreement whether incorporated by reference or otherwise.

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

Entire Agreement: This document contains all covenants, stipulations and provisions agreed by both parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Agreement.

Project Coordinator:

The Project Coordinator for KING COUNTY is:

Derek Poon (206) 296-0341 fax (206) 296-0198

The Project Coordinator for the WDFW is:

John Mankowski (360) 902-2589

KING COUNTY

STATE OF WASHINGTON
DEPARTMENT OF FISH & WILDLIFE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM BY THE
ASSISTANT ATTORNEY GENERAL

10003

Attachment A

STATEMENT OF WORK

King County will be responsible for the following tasks in support of the Policy Group and the Operations Committee:

- Coordinating the development of meeting agendas with the Co-Chairs and key representatives of each of the six caucuses, distribute materials and maintain mailing lists.
- Routinely monitoring the progress of committee assignments, working with assigned caucus participants to assure completion in a timely manner, and keeping Co-Chairs informed on progress.
- Prepare minutes for all meetings and distribute in a timely manner.
- Assist Co-Chairs in carrying out their responsibilities by making telephone calls, gathering information and doing appropriate research on issues.
- Draft correspondence for Co-Chairs and press releases for the Policy Co-Chairs as appropriate.
- Work with Policy Co-Chairs and key caucus representatives to establish a new Operations Committee.
- Work with caucuses, committees and subcommittees to improve the decision making process by:
 - Analyzing existing processes and previous reports on TFW processes.
 - Recommending a more efficient and effective process, including a uniform format for decision documents.
 - Assisting Co-Chairs in implementing the adopted process and monitor the effectiveness of the adopted process.
- Other duties as assigned by Policy Co-Chairs.

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AMENDMENT

PURPOSE OF CHANGE: To amend that agreement between the State of Washington, Department of Fish & Wildlife and _____, and to make other necessary changes within the scope of that agreement and any subsequent amendments thereto.

For and in consideration of the following amended terms and conditions, IT IS MUTUALLY AGREED THEREFORE: That the Agreement is hereby amended as follows:

ALL OTHER TERMS AND CONDITIONS of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have affixed their signatures in execution thereof.

KING COUNTY

STATE OF WASHINGTON
DEPARTMENT OF FISH & WILDLIFE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM BY THE
ASSISTANT ATTORNEY GENERAL

10003

Agreement Number
FY97-009

INTERAGENCY AGREEMENT

BETWEEN

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

AND

KING COUNTY OF WASHINGTON STATE

This Agreement, pursuant to chapter 39.34 RCW, is made and entered into by and between the State of Washington Department of Natural Resources, hereinafter referred to as the DNR, and King County of Washington State, hereinafter referred to as King County, for the express purposes set forth in the following provisions of this Agreement.

IT IS THE PURPOSE OF THIS AGREEMENT TO PROVIDE support for a half-time Policy Group Position to improve issues management and decision making processes in the Timber/Fish/Wildlife (TFW) Policy Group. The Staff position will provide administrative support to both the Policy Group and the Operations Committee.

THEREFORE, IT IS MUTUALLY AGREED THAT in consideration of DNR's support of the half-time position in the amount specified below, King County agrees that the incumbent provide administrative support for the Policy Group and the Operations Committee as outlined in Attachment A, Statement of Work.

Identification: The Agreement number FY97-009 must appear on all documents, correspondence, invoices and all other written material submitted or prepared in conjunction with this Agreement.

Period of Performance: This Agreement shall be effective on July 1, 1996 and shall remain in full force and effect until June 30, 1997, unless sooner terminated by either party, as provided herein.

Payment: Total compensation including expenses payable to King County for satisfactory performance of the work under this Agreement shall not exceed Four thousand dollars, (\$ 4,000.00). The King County compensation for services shall be based on the following rates or in accordance with the following terms:

Salary	\$2,840
Benefits	\$ 840
Other	\$ <u>320</u> (Office, Overhead, Travel, and Per Deim)
Total	\$4,000

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King County shall submit two invoices - one in December 1996 and one in June 1997. Payment to King County for approved and completed invoices will be made by DNR within 30 days of receipt of invoices.

Independent Capacity: King County and its employees or agents performing under this Agreement are not employees or agents of the DNR.

Assignability: This Agreement, and any claim arising under this Agreement, is not assignable or delegable by King County either in whole or in part.

Amendments: This Agreement shall only be amended by written mutual consent of both parties.

Nondiscrimination: During the performance of this Agreement, King County shall comply with all federal and state non-discrimination laws, regulations and policies. In the event of the King County's non-compliance or refusal to comply with any non-discrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and King County may be declared ineligible for further contracts with the DNR.

Unilateral Termination: The DNR may unilaterally terminate this Agreement in the event that funding from federal, state or other sources becomes no longer available to the DNR, or is not allocated for the purpose of meeting the DNR's obligation hereunder. Such action is effective immediately upon written notification of termination by the DNR.

Termination: Either party may terminate this Agreement by giving written notice to the other, at the address first noted herein, of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

Indemnification: The parties each 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 Agreement.

Disputes: When a dispute arises concerning this Agreement between DNR and King County, it shall be determined in the following manner:

Each party will designate an arbitrator, and those two arbitrators will appoint a third arbitrator to the panel.

1. The panel will render a decision on the dispute.
2. Both parties agree to be bound by the determination of the panel of arbitrators.

Waiver: A failure by the DNR to exercise its rights shall not constitute a waiver of any rights under this Agreement unless stated to be such in writing signed by an authorized representative of the DNR and attached to the original Agreement.

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Governing Law: This Agreement shall be governed by the laws of the state of Washington. In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state statutes and regulations;
- B. The Terms and Conditions;
- C. Statement of Work attached hereto and incorporated by reference herein; and
- D. Any other provisions or attachments of the Agreement whether incorporated by reference or otherwise.

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

Entire Agreement: This document contains all covenants, stipulations and provisions agreed by both parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Agreement.

Project Coordinator:

The Project Coordinator for KING COUNTY is:

Derek Poon (206) 296-0198

The Project Coordinator for the DNR is:

John Edwards (360) 902-1730

KING COUNTY

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM BY THE
ASSISTANT ATTORNEY GENERAL

10003

DNR FY97-009
Attachment A

STATEMENT OF WORK

King County will be responsible for the following tasks in support of the Policy Group and the Operations Committee:

- Coordinating the development of meeting agendas with the Co-Chairs and key representatives of each of the six caucuses, distribute materials and maintain mailing lists.
- Routinely monitoring the progress of committee assignments, working with assigned caucus participants to assure completion in a timely manner, and keeping Co-Chairs informed on progress.
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- Work with Policy Co-Chairs and key caucus representatives to establish a new Operations Committee.
- Work with caucuses, committees and subcommittees to improve the decision making process by:
 - Analyzing existing processes and previous reports on TFW processes.
 - Recommending a more efficient and effective process, including a uniform format for decision documents.
 - Assisting Co-Chairs in implementing the adopted process and monitor the effectiveness of the adopted process.
- Other duties as assigned by Policy Co-Chairs.

10003

AMENDMENT

PURPOSE OF CHANGE: To amend that agreement between the State of Washington, Department of Natural Resources and _____, and to make other necessary changes within the scope of that agreement and any subsequent amendments thereto.

For and in consideration of the following amended terms and conditions, IT IS MUTUALLY AGREED THEREFORE: That the Agreement is hereby amended as follows:

ALL OTHER TERMS AND CONDITIONS of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have affixed their signatures in execution thereof.

AGENCY NAME

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM BY THE
ASSISTANT ATTORNEY GENERAL