

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

THIS AGREEMENT is executed by and between Pacific County ("PC"), and Grays Harbor County ("GHC"); for the purpose of distributing earmarked operating funds to the Pacific Lead Entity ("PLE") from grants awarded to the 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 #11-1550 from the Recreation and Conservation Office, and

WHEREAS, PLE is administered by PC under Operational Grant # 11-1490 from the Recreation and Conservation Office as authorized under Chapter 77.85 RCW Salmon Recovery Act, and

WHEREAS, operating funds for PLE 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, PC 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.

"PC" means Pacific County.

"GHC" means Grays Harbor County.

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

"PLE" means Pacific 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 PLE, GHC will reimburse PC out of funds authorized in accordance with grant #11-1550 with a distribution not to exceed the following:

<u>Budget Category</u>	<u>Activity</u>	<u>Amount</u>
LE Admin. Operations & Travel Expenses	(approx 2 meetings/mo; w/prep and follow-up)	\$17,211.00

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

- A. Monitor PLE 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. Require that all aspects of activities undertaken by PLE in relation to WCSSP be covered by insurance. This requirement for insurance coverage shall be in effect for the duration of the Agreement. This section is intended to require full, comprehensive insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement.

The insurance required by this agreement shall not be construed to limit the liability of PC to the coverage provided by such insurance, or otherwise limit GHC's recourse to any remedy available at law or in equity.

The insurance provided shall include types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The Automobile Liability insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop

gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide Aggregate Per Project Endorsement ISO form CG 25 03 11 85. The Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- D. PC 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 PC, 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 PC.

Section 4. Term of Agreement. This agreement shall terminate on June 30th, 2013 at the end of the 2013 fiscal year, in accordance with Grant # 11-1550.

Section 5. Miscellaneous Provisions.

- A. Effective Date: This Agreement shall be in effect as of July 1, 2011.
- 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 Pacific County and by Grays Harbor County, Washington.

Dated this _____ day of _____, 2011.

Dated this _____ day of _____, 2011.

PACIFIC COUNTY

GRAYS HARBOR COUNTY

Norman "Bud" Cuffel, Chairman

Terry Willis, Chair

Jon Kaino, Commissioner

Mike Wilson, Commissioner

Lisa Ayers, Commisioner

Herb Welch, Commissioner

Attest: Clerk of the Board

Attest: Clerk of the Board

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.

Participation of Lead Entity Coordinator in basic regional activities

- Participation in one Board of Directors meeting per month (total of 24 for the biennium), approximately four hours each
- Participation in up to 15 Regional Planning and Plan Implementation meetings

Participation of Lead Entity Coordinator in Regional Technical Committee

- Participation in up to 12 meetings with the Regional Technical Committee, approximately four hours each

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).