



IAA No. C1600082

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

KITTITAS COUNTY

THIS INTERAGENCY AGREEMENT ("Agreement" or "IAA") is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Kittitas County hereinafter referred to as the Contractor," pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS AGREEMENT is for Kittitas County to provide support for the County Commissioners for project development and and implementation for the Columbia River Water Management Program..

WHEREAS, *the Office of Columbia River (OCR), Department of Ecology, has agreed that scheduling, planning and facilitation support is required to maintain the County Commissioners of the Columbia Basin working group as a function of the Columbia River Program (Program) and the Policy Advisory Group associated with that program. OCR has determined that for 2015-2017 to maintain continuity with the overall program, funding should be provided through the Program.*

WHEREAS, *It was the intent of all parties to start performance on July 1, 2015. However, due to budget concerns that agreement was not processed until October, 2015. With that in mind, the effective date of this agreement is July 1, 2015.*

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) STATEMENT OF WORK

Contractor shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this IAA shall commence on **July 1, 2015**, or date of final signature, whichever comes later, and be completed by **June 30, 2017**, unless terminated sooner as

provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3) COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130, and in accordance with Governor's Executive Order 10-07 and RCW 39.26.180(3). This is a performance-based contract, in which payment is based on the successful completion of expected deliverables. The parties have determined that the cost of accomplishing the work herein will not exceed **\$183,667.00**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the terms set forth in accordance with the tasks listed in Appendix A, Statement of Work and Budget, which is attached hereto and incorporated herein. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

4) BILLING PROCEDURE

Contractor shall submit state form, Invoice Voucher A19-1A for payment requests. Payment will be made within thirty (30) days of a properly completed invoice, form A19-1A, with supportive documentation. Each invoice shall reference this Agreement (IAA) number and clearly identify the items related to performance under this Agreement. All expenses invoiced shall be supported with copies of invoices paid. Upon expiration of this Agreement, 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.

Invoices are to be sent to:

State of Washington Department of Ecology Attn: Al Josephy P.O. Box 47600 Olympia, WA 98504-7600

Invoices may be submitted on a monthly basis or at the completion of the work.

Payment for approved and completed work will be issued through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must be registered as a state-wide vendor. To register submit a state-wide vendor registration form and an IRS W-9 form at website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.

5) 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.

6) SUBCONTRACTORS

Contractor agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional subcontractor requirements and reporting.

Prior to performance, Contractor shall identify subcontractor(s) who will perform services in fulfillment of Agreement requirements, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract.

7) 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.

8) DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, 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, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, 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. The parties may mutually agree to a different dispute resolution process.

9) FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

10) GOVERNING LAW AND VENUE

This Agreement 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. This Agreement 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.

11) 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.

12) ORDER OF PRECEDENCE

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 federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed written amendments to this Agreement.

- c. This Agreement.
- d. Statement of Work and Budget.
- e. Any other provisions of this Agreement, including materials incorporated by reference.

13) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) 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.

14) 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 State of Washington, 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.

15) 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.

16) 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 failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

17) TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon thirty (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.

18) ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

19) CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

20) 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.

21) AGREEMENT MANAGEMENT

The representative 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 ECOLOGY Representative is:	The Kittitas County Representative is:
Name: Alvin Josephy Address: 300 Desmond Drive PO Box 47600 Olympia, WA 98504-7600 Phone: 360-407-6456 Email: ajos461@ecy.wa.gov	Name: Paul Jewell Address: 205 West 5 th Street Ellensburg, WA 98926-2887 Phone: 509-962-7508 Email: paul.jewell@co.kittitas.wa.us

22) 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.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of Ecology
By

State of Washington
Kittitas County
By

Polly Zehm Date

Gary Berndt Date

Print Name:

Print Name:

Title: Deputy Director

Title: Chair, BOCC

Approved as to form:
Attorney General's Office

APPENDIX A

STATEMENT OF WORK

Introduction

- *Brief description of intended outcome/work*

County Commissioners in the Columbia River Basin are important participants in the Department of Ecology's Columbia River Water Supply Development Program (RCW 90.90). They represent local residents who are keenly interested in how the Program functions and strives to meet Program goals and requirements. It is important that Commissioners are supported in their efforts to understand and participate in the Program, be prepared to provide local perspectives to Ecology, and be able to explain the Program to their constituents. One key mechanism for accomplishing this is through quarterly meetings of Columbia Basin County Commissioners (the Commissioner's PAG - Policy Advisory Group) so they can participate in project development and implementation. Under this agreement, Kittitas County will provide support for these efforts including agenda coordination, preparing materials, attending and providing staff support for the meeting, and coordinating meeting logistics.

- *Objectives*
 - *Support County Commissioners in eastern Washington to understand and participate in the Columbia River Water Supply Development Program (RCW 90.90)*
 - *Support the County Commissioner members of the Columbia River Policy Advisory Group (CR-PAG)*
 - *Assist Ecology by helping them with outreach to counties and providing feedback from counties to Ecology on specific Program issues*

Task No.	Description	Estimated Frequency	Time Estimate	Budget
1	Provide staff support for quarterly meetings of Columbia Basin County Commissioners (the Commissioner's Policy Advisory Group) so they can participate in project development and implementation; this includes agenda coordination, preparing materials, attending the meeting, and coordinating meeting logistics. Deliverables: Agendas; briefing materials for each meeting; and documentation of recommendations and decisions from meetings.	4x/year	24 hrs x 8 quarters = 192 hrs	\$24,960
2	Work with County Commissioners to prepare policy recommendations that	Ongoing	16 hrs/mo x	\$49,920

	<ul style="list-style-type: none"> Address the interests of counties affected by the CRWMP Facilitate project development and implementation of water supply projects <p>Deliverables: Any briefing materials prepared for discussions, and documentation of any recommendations or decisions.</p>		24 months = 384 hrs	
3	Assist project and policy development by continuing to develop a strong working knowledge of Columbia Basin water supply and environmental issues including water storage, water conservation, water banking, water acquisition, federal Endangered Species Act-related issues, hydropower operations, and any other subjects deemed appropriate.	Ongoing	8 hrs/mo x 24 months = 192 hrs	\$24,960
4	Provide support to Eastern Washington watershed planners, particularly related to implementing projects in locally approved watershed plans. This includes assisting as needed with watershed plan and project issues.	Ongoing	4 hrs/mo x 24 months = 96	\$12,480
5	Represent or assist Commissioners, as appropriate, in forums related to the development of water supply and implementation of such projects in the Columbia River Basin. This may include topics such as the U.S./Canada Columbia River Treaty. Deliverables: Briefing materials prepared for commissioners.	3 times per year	8 hrs x 6 events = 48 hrs	\$6,240
6	Prepare county PAG members for and attend Policy Advisory Group meetings.	4x/year	12 hours x 8 quarters = 96 hrs	\$12,480
7	Develop strong working relationships with tribal governments, federal agencies, affected state agencies, and interested stakeholder groups	Throughout	4 hours x 24 months = 96 hrs	\$12,480
8	Collaborate with Ecology staff to ensure that the interests of counties are fully considered as CRWMP implementation and project decisions are made.	Throughout	4 hours x 24 months = 96 hrs	\$12,480
9	Report in writing to Ecology, within ten days following the end of each calendar quarter, briefly describing activities in support of these deliverables	Quarterly	1.5 hrs quarterly x 8 quarters = 12 hours	\$1,560
	TOTAL:		1,212 hours	\$157,560

BUDGET:

Total staffing costs (Neil Aaland @ \$130/hour): \$157,560

Travel costs (assume \$300/month): \$7,200

WSAC indirect (12%): \$18,907

TOTAL: \$183,667