

#4

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

RESOLUTION AUTHORIZING EXECUTION
OF INTERLOCAL AGREEMENT WITH THE
FRANKLIN CONSERVATION DISTRICT

RESOLUTION No. 15-⁸¹⁶-CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Grant County, Washington and the Franklin Conservation District are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, the District has been assigned by Franklin County, the fiscal lead to conduct the Columbia Basin Ground Water Management Area (GWMA) through the Boards of County Commissioners of Adams, Franklin, Grant, and Lincoln Counties, the authority, and responsibility, to enter into and conduct this fiscal task on behalf of the GWMA; and

WHEREAS, the GWMA has received an assistance agreement to conduct this project through an appropriation of the Washington State Legislature 2013-2015 Capital Budget to be administered through the Washington Department of Ecology; and

WHEREAS, the purpose of the Interlocal Agreement between the District and the County is to partially fulfil the Scope of Work for the above-referenced assistance agreement; and

WHEREAS, the purpose of the Interlocal Agreement concerns the County's retention of a Coordinator and Facilitator (Executive Director) Consultant to represent the GWMA, and to perform the duties as described in the Interlocal Agreement's Exhibit A, through a direct personal services contract between the County and the Consultant and for the purpose of reimbursing the County by the District for all associated expenses related to the retention of the Coordinator and Facilitator (Executive Director) Consultant.

NOW, THEREFORE, BE IT RESOLVED, that the attached Interlocal Agreement be executed between Grant County and the Franklin Conservation District.

PASSED AND ADOPTED this ^{3rd} day of February, 2015.

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON

Yea Nay Abstain

Richard Stevens
Richard Stevens, Chair

Excused
Cindy Carter, Vice-Chair

Carolann Swartz
Carolann Swartz, Member

ATTEST:

[Signature]
Clerk of the Board

INTERLOCAL AGREEMENT
BETWEEN
FRANKLIN CONSERVATION DISTRICT/
COLUMBIA BASIN GROUND WATER MANAGEMENT AREA
AND
GRANT COUNTY, WASHINGTON

For the Position of

COORDINATOR/FACILITATOR (EXECUTIVE DIRECTOR) CONSULTANT

For the
COLUMBIA BASIN GROUNDWATER MANAGEMENT AREA

Contract administered by the
FRANKLIN CONSERVATION DISTRICT

THIS CONTRACT is entered into between the Franklin Conservation District, on behalf of the Columbia Basin Ground Water Management Area, ("FCD/GWMA"), and the Grant County Board of Commissioners ("COUNTY").

WHEREAS, The Boards of County Commissioners of Adams, Franklin, Grant, and Lincoln Counties, hereinafter referred to as LEAD AGENCY, with Franklin County as the fiscal lead, conduct the Columbia Basin Ground Water Management Area (GWMA). By Interlocal Agreement, Franklin County has assigned to the Franklin Conservation District the authority, and responsibility, to enter into and conduct this fiscal task on behalf of the GWMA; and

WHEREAS, GWMA has received an assistance agreement to conduct this project through an appropriation of the Washington State Legislature 2013-2015 Capital Budget to be administered through the Washington Department of Ecology ("ECOLOGY"). The purpose of this Contract is to partially fulfill the Scope of Work for this assistance agreement; and

WHEREAS, purpose of this Contract concerns COUNTY's retention of a Coordinator and Facilitator (Executive Director) Consultant to represent the GWMA, and to perform the duties as described in the attached "Exhibit A", through a direct personal services contract between the COUNTY and the Consultant; and for the purpose of reimbursing the COUNTY by the FCD/GWMA for all associated expenses related to the retention of the Coordinator and Facilitator (Executive Director) Consultant.

THEREFORE, in consideration of mutual benefits to be derived from this Contract, which is a GWMA Grant Contract, the FCD/GWMA and the COUNTY have agreed as follows:

A. SCOPE OF WORK:

The COUNTY shall be responsible for carrying out the scope of work described in Exhibit "A", the same attached hereto and incorporated herein by reference. See also the attached Personal Services Contract for a Coordinator and Facilitator Consultant who will carry out the Executive Director responsibilities for the GWMA, the same attached hereto as Exhibit "B" and incorporated herein by reference.

B. PERIOD OF PERFORMANCE:

The term of this Contract shall commence on October 1, 2014, and terminate on June 30, 2015.

C. CONSIDERATION

The FCD/GWMA shall tender compensation to the COUNTY as follows:

- a. Amount: The FCD/GWMA agrees to reimburse the COUNTY for expenses incurred in completing the duties and responsibilities of fulfilling the terms of this Contract. Upon receipt, payment shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work. The COUNTY shall follow the guidelines of this Contract, and not exceed the total amount identified in the Professional Services Agreement for Coordinator and Facilitator (Executive Director) Consultant between Grant County and Paul Stoker & Associates.

b. Method of Compensation: The FCD/GWMA will make best effort to pay invoices within 30 to 60 days based on itemized invoices from COUNTY, which list actual costs and expenses. Such invoices shall set out actual costs and expenses. Payments shall be for the invoice amount as authorized by the terms and conditions of the ECOLOGY assistance agreement.

D. NOTICES AND DELIVERABLE MATERIALS:

All notices, invoices, and other material to be delivered under this Contract shall be in writing and shall be delivered or mailed to the following addresses:

To the FCD/GWMA: Attn: Mark T. Nielson, Manager
Franklin Conservation District
1533 Spokane Avenue
Pasco, WA 99301
(509) 545-8546 Ext. 4

To the COUNTY: Attn: Richard Stevens
Grant County Commissioners
P.O. Box 37, C Street NW
Ephrata, WA 98823
(509) 754-2011

Or at such other respective addresses as may be specified in the Contract or as either party may, from time to time, designate in writing.

E. SCHEDULE OF WORK:

The schedule for carrying out this project is provided in grant agreements G1400433 (Moses Lake) and G1400432 (Othello) between Franklin Conservation District and Department of Ecology. Such schedule is incorporated by reference herein.

GENERAL TERMS AND CONDITIONS

All rights and obligations of the parties to this Contract shall be subject to and governed by the General Terms and Conditions contained in the text of this section.

- SCOPE OF SERVICE: The COUNTY agrees to complete in satisfactory and proper manner, as determined by the FCD/GWMA, the services and activities described; PROVIDED, however, that such determination is subject to and conditioned by the FCD/GWMA, through its audits and inspections, to which the COUNTY hereby agrees. All records supporting the request for payment shall be maintained for three years in a manner that will provide an audit trail to the expenditures for which ECOLOGY support is provided. Original source documents shall be maintained by the COUNTY and made available to the FCD/GWMA or a duly authorized audit representative upon request. A daily diary of time spent by activity, with a brief narrative, is suggested. Records should be kept in a common file to facilitate audits and inspections.
- TERMINATION: Either party may terminate this Contract upon fifteen (15) days written or other appropriate notification. In that event, all finished or unfinished documents, reports, or other materials prepared by the COUNTY under this Contract shall become the FCD/GWMA's property, and the COUNTY shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. If this Contract is so terminated, the terminating party shall be liable only for performance occurring prior to the effective date of said termination.
- SAVINGS: In the event funding for the GWMA is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the FCD may terminate the Contract under the "Termination" clause, and/or renegotiate under those new funding limitations and conditions.
- CONTRACT MANAGEMENT: The work described herein shall be conducted under the coordination of the FCD District Manager, Mark Nielson, who shall approve changes and payments in consultation with the GWMA Administrative Board and the Franklin Conservation District Board. The COUNTY's point of contact will be Mark T. Nielson, FCD District Manager.

- DISPUTES: Differences between the COUNTY and the FCD/GWMA, arising under and by virtue of this Contract, shall be brought to the attention of the FCD/GWMA, the GWMA Administrative Board, and the members of the GWMA LEAD AGENCY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

- CHOICE OF LAW, JURISDICTION AND VENUE
 - a. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

 - b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Franklin County, Washington, (acting as fiscal lead for GWMA).

In the event that a dispute arises under this Contract, it shall be resolved as follows: The FCD/GWMA and the COUNTY shall each appear before a Dispute Board, consisting of a County commissioner from Adams, Franklin, Grant, and Lincoln counties, who will be appointed to serve thereon by their respective commissions. The Dispute Board shall make a decision resolving the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

- ORDER OF PRECEDENCE: In the event of inconsistency in this Contract, 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) Scope of Work; (c) Special Terms and Conditions; (d) the General Terms and Conditions of this Contract; and (e) Any terms incorporated herein by reference to ECOLOGY Grants Program Administrative Procedures.

- CONTRACT ALTERATIONS AND AMENDMENTS: The FCD/GWMA and the COUNTY may mutually amend this Contract. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the COUNTY and the FCD/GWMA.

- OBSERVANCE OF LAWS: Agrees to observe and comply with all laws, regulations, and policies of the United States and the State of Washington. In the event of noncompliance or refusal to comply, this Contract may be rescinded, canceled, or terminated in whole or in part and the COUNTY declared ineligible for further Contracts with the FCD/GWMA. The COUNTY shall, however, be given a reasonable time in which to cure any noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth herein.
- CONTRACTUAL RELATIONSHIP: This Contract does not constitute the COUNTY as the agent or legal representative of the FCD or GWMA, and the relationship of the COUNTY to the FCD/GWMA by reason of this Contract shall be that of a contractee. The COUNTY is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the FCD or the GWMA, or to bind the FCD/GWMA in any manner or thing whatsoever.
- NONDISCRIMINATION: The COUNTY, its assignees, delegates or subcontractees shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with Initiative 200, Sec. 1 (effective 12/03/98).
- PERFORMANCE:
 - a. Performance Reporting: The COUNTY shall require the Coordinator and Facilitator (Executive Director) Consultant to submit written monthly reports to the FCD/GWMA, which shall include activities and plans. The COUNTY shall also require the Consultant to include in the report any problems, delays, or adverse conditions that will materially affect the ability to meet project objectives, time schedules, or work units. A statement of the action taken or contemplated, and any FCD/GWMA assistance needed to resolve the situation shall accompany this disclosure. Payments may be withheld if required reports are not submitted.

- b. Liability for Performance: To the extent that the Constitution and laws of the State of Washington permit, the COUNTY shall indemnify and hold the FCD/GWMA harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of the COUNTY arising out of this Contract, except for such damage, claim, or liability resulting from the sole negligent act or omission of the FCD/GWMA.
- c. Release of Information or Materials: The COUNTY will not release any information, materials developed pursuant to this Contract, or research results, without prior authorization from the FCD/GWMA, the GWMA Administrative Board and the GWMA Lead Agency, unless the COUNTY is required to do so by State and federal law. The COUNTY will submit those products, or research results that will be developed, or applied to accomplishing the work under this Contract to the FCD/GWMA. The FCD/GWMA will submit these materials to ECOLOGY for approval as to form and content prior to use, or general distribution by the COUNTY.
- d. Wages and Job Safety: The COUNTY agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington that affect wages, job safety, and industrial insurance.
- ALL WRITINGS CONTAINED HEREIN:
This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

SPECIAL TERMS & CONDITIONS

1. Except for the Coordinator and Facilitator (Executive Director) Consultant Professional Services Agreement Sub-Contract, the COUNTY may not further sub-contract duties under the Scope of Work without approval of the FCD/GWMA.
2. The COUNTY agrees to utilize, to the maximum extent possible, minority and women-owned businesses in purchases.

IN WITNESS WHEREOF, the parties execute this Contract.

FRANKLIN CONSERVATION DISTRICT

By: Mark Nielson

Date: 2/17/15

1533 Spokane St., Suite C
Pasco, WA 99301
(509) 545-8546 extension 4
mark-nielson@conserveva.net

Federal Tax ID/SSI: 91-1034990

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON

By: Richard Stevens
Commissioner Richard Stevens, Chair

By: Excused
Commissioner Cindy Carter, Vice Chair

By: Carolann Swartz
Commissioner Carolann Swartz, Member

Date: Feb. 3, 2015 *js*

Grant County Courthouse
P.O. Box 37, C Street NW
Ephrata, WA 98823
(509) 754-2011

ATTEST:

Barbara J. Vasquez
Barbara J. Vasquez, Clerk of the Board
Date: 2-3-15

Exhibit “A”

Scope of Services for the Columbia Basin GWMA Coordination and Facilitation (Executive Director) Consultant

Some specific responsibilities and duties of the position include, but are not limited to the following:

1. Coordinating and facilitating the activities and meetings held by the GWMA Lead Agency, the GWMA Executive Board, and the GWMA Administrative Board.
2. Continue seeking funding which will allow GWMA to complete its tasks of monitoring, and implementation in accordance with directions of the GWMA Lead Agency and the GWMA Administrative Board.
3. Provide implementation and administrative oversight of the GWMA Plan concurrence process.
4. Serve as the GWMA liaison to various local, state and federal water resources groups and agency groups.
5. Serve as GWMA’s liaison to local citizens and stakeholder groups.
6. Coordinate GWMA activities with interested state, federal and local agencies and other water resource entities to insure consistency.
7. Share responsibility for organizing and conducting public meetings, public events, and informational activities with the Columbia Basin GWMA Project Coordinator.
8. Serve as the Lead Agency representative at public meetings, hearings and other public events relative to water resources.

Exhibit A

2014 and/or Contingent Upon Funding

**PROFESSIONAL SERVICES AGREEMENT
FOR**

**COORDINATOR AND FACILITATOR (EXECUTIVE DIRECTOR)
CONSULTANT**

**PROJECT: COLUMBIA BASIN GROUND WATER
MANAGEMENT AREA**

TABLE OF CONTENTS

1 SCOPE OF WORK 2

2 PERIOD OF PERFORMANCE..... 3

3 RIGHTS AND OBLIGATIONS..... 3

4 COMPENSATION AND PAYMENT 3

5 COUNTY OBLIGATIONS..... 4

6 AGREEMENT REPRESENTATIVES 4

7 INTERPRETATION OF AGREEMENT 5

Exhibit "A" 7

Exhibit "B" 8

Exhibit "C" Appended

Exhibit "D" Appended

THIS AGREEMENT ("Agreement") is made and entered into by and between the following: GRANT COUNTY, WASHINGTON ("COUNTY"), a political subdivision of the State of Washington, and PAUL STOKER & ASSOCIATES, a Washington sole proprietor ("CONSULTANT"), for the express purposes set forth in the following provisions of this Agreement.

WHEREAS, the protection of local and area wide groundwaters is essential to the preservation of, *inter alia*, agriculture, business and communities; and

WHEREAS, the formation of the Columbia Basin Ground Water Management Area (“GWMA”) by the boards of county commissioners for Adams, Franklin, Grant, and Lincoln counties was necessary to protect local and area wide groundwaters; and

WHEREAS, a successful GWMA requires coordination and facilitation support; and

WHEREAS, none of the counties participating in the GWMA process and GWMA as currently staffed has the personnel to absorb this additional workload; and

WHEREAS, the COUNTY desires to continue to retain an independent contractor to perform coordination and facilitation of GWMA activities and services required to successfully participate in the GWMA process; and

WHEREAS, the purpose of this Agreement is for the retention of a temporary coordinator and facilitator consultant to serve as Executive Director for the GWMA process, and all matters properly relating thereto.

WHEREAS, during their meeting on December 12, 2013, the Administrative Board of the Columbia Basin Ground Water Management Area approved continuing the services of Paul Stoker & Associates as Executive Director of the GWMA, and is requesting to the Grant County Commissioners to approve a contract for the purposes of retaining the services of Paul Stoker & Associates.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the COUNTY and CONSULTANT mutually agree as follows:

1 SCOPE OF WORK

- a. The decision making authority for GWMA resides with the boards of county commissioners for Adams, Franklin, Lincoln and Grant counties. The COUNTY is the contracting authority for a coordinator and facilitator consultant for the GWMA. The COUNTY desires to retain the services of CONSULTANT, on the following terms and conditions for providing the communication services described in the Scope of Work attached as Exhibit “A” and incorporated as part of this Agreement.
- b. CONSULTANT represents that it is available and offers to provide qualified personnel and facilities as may be necessary to accomplish the coordination and facilitation work required for the GWMA project. CONSULTANT will provide the following services, and as set forth in the text of this Agreement instrument:

Perform coordination and facilitation work for the GWMA under the direction of the COUNTY and as defined in the Scope of Work, attached as Exhibit "A." CONSULTANT shall report to the COUNTY, the boards of county commissioners of the GWMA counties, and the GWMA Administrative Board comprised of a commissioner member of each GWMA county, and its citizen designees, in directing the activities of the CONSULTANT.

- c. Exhibit "B" contains the General Terms and Conditions governing work to be performed under this Agreement, the nature of the working relationship between the COUNTY and CONSULTANT, and specific obligations of both parties.

All written documents required under this Agreement must be delivered to the Project Manager, in accordance with the schedule above. Any oral reports required must be presented at the location requested by the COUNTY.

- d. The Washington State Department of Ecology has entered into an agreement with the Franklin Conversation District which generally concerns (1) water supply wells situated within the jurisdiction of the City of Moses Lake, and (2) water supply wells situated within the jurisdiction of the City of Othello. Such agreements are attached hereto as Exhibit "C" and Exhibit "D", and fully incorporated herein by reference. CONSULTANT shall perform coordination and facilitation work to the extent necessary to satisfy GWMA obligations concerning the scope of work set forth in Exhibit "A" and Exhibit "B".
- e. Any additional service(s) provided by CONSULTANT must have prior written approval of the COUNTY.

2 PERIOD OF PERFORMANCE AND CONTRACT TERM

The period of performance under this Agreement shall be October 1, 2014 through June 30, 2015, unless prior to June 30, 2015 all funds dedicated for CONSULTANT compensation and payment from the Grant County account, General Government, Professional Services – GWMA, line item #001125.00.0000.531104143, have been expended.

3 RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the Special Terms and Conditions contained in the text of this Agreement instrument and the General Terms and Conditions attached hereto as Exhibit "B" incorporated by reference herein.

4 COMPENSATION AND PAYMENT

- a. Amount of Compensation. Compensation payable to CONSULTANT for satisfactory performance of the work under this Agreement performed by Paul

Stoker, is Four Thousand, and No/100 (\$4,000.00) per billable month. The aforementioned rate is fully loaded and includes all costs for administration, benefits and overhead. Provided: the term of such compensation and payment is subject to provisions set out Paragraph 2. above, "PERIOD OF PERFORMANCE AND CONTRACT TERM".

- b. Expenses. Certain out of pocket expenses incurred accomplishing GWMA tasks will be reimbursable. These expenses include long distance phone calls. Reimbursement for use of employee furnished vehicle or company owned vehicle shall be at Grant County's rate of reimbursement for same.
- c. Time and Method of Payment. Payment for work performed shall be based upon satisfactory acceptance of each deliverable, payable upon receipt of properly completed invoices, which shall be submitted to the COUNTY'S Project Manager by the CONSULTANT not more often than monthly. The invoices shall describe and document to the COUNTY'S satisfaction, a description of the work performed, activities accomplished, and fees and expenses. The rates shall be in accordance with those herein agreed to.

Payment shall be considered timely if made by the COUNTY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by CONSULTANT. The COUNTY may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONSULTANT for service(s) rendered if CONSULTANT fails to satisfactorily comply with any term or condition of this Agreement.

5 COUNTY OBLIGATIONS

The COUNTY agrees to cooperate with the CONSULTANT and to provide readily available and pertinent information regarding its requirements for services and work to be performed by the CONSULTANT. If the COUNTY observes or otherwise becomes aware of any fault or defect in the services performed by the CONSULTANT, the COUNTY shall promptly give notice thereof to the CONSULTANT and allow the CONSULTANT adequate time to respond. COUNTY, as the contracting authority for the Coordinator and Facilitator Consultant for the GWMA, agrees to pay for all services within thirty (30) days of receipt of a bill.

6 AGREEMENT REPRESENTATIVES

- a. The COUNTY'S Project Manager for this Agreement shall be the Chair of the Grant County Board of County Commissioners, or its designee. The Project Manager shall be responsible for monitoring the performance of CONSULTANT, approval for payment of billings and expenses submitted by CONSULTANT, and the acceptance of any reports by CONSULTANT.

Approval for CONSULTANT'S conduct of work, including without limitation, projects and activities related to the Coordinator and Facilitator Consultant, and other actions properly relating thereto, shall be by the GWMA Administrative Board comprised of the chair of each GWMA county, or designees.

- b. CONSULTANT'S representative for this Agreement shall be Paul Stoker, who will be the contact person for all communications regarding the conduct of work under this Agreement.

7 INTERPRETATION OF AGREEMENT

- a. Order of Precedence. 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:
 - i. Applicable Federal and State of Washington statutes and regulations;
 - ii. Special Terms and Conditions as contained in this basic Agreement instrument;
 - iii. Exhibit "B" – General Terms and Conditions;
 - iv. Any other provision, term or material incorporated herein by reference or otherwise incorporated.
- b. Entire Agreement. This Agreement, including referenced exhibits, represents all the terms and conditions agreed upon by the parties for coordination and facilitation work for the GWMA. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- c. Conformance. If any provision of this Agreement 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.
- d. Approval. This Agreement shall be subject to the written approval of the COUNTY'S duly authorized officials and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

///

///

///

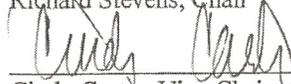
///

THIS Agreement, consisting of six (6) pages, and eight (8) pages attachments (for a total of 14 pages) is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

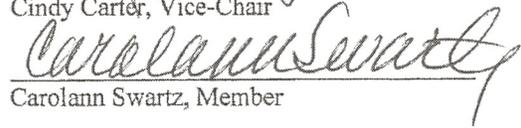
**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON**



Richard Stevens, Chair

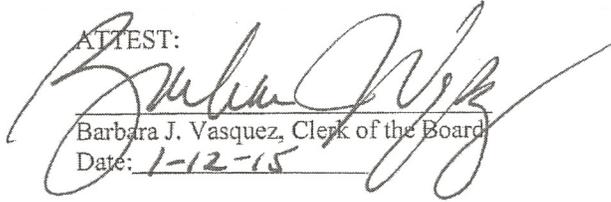


Cindy Carter, Vice-Chair



Carolann Swartz, Member

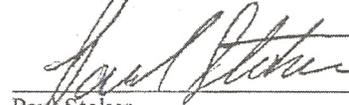
ATTEST:



Barbara J. Vasquez, Clerk of the Board

Date: 1-12-15

PAUL STOKER & ASSOCIATES



Paul Stoker

Date of signature: 1/12/2015

Exhibit "A"

Scope of Services for the Columbia Basin GWMA Coordination and Facilitation (Executive Director) Consultant

Primary responsibilities are for:

1. Coordinating and facilitating the activities and meetings held by the GWMA Lead Agency, the GWMA Executive Board, and the GWMA Administrative Board.
2. Continue seeking funding which will allow GWMA to complete its tasks of monitoring, and implementation in accordance with directions of the GWMA Lead Agency and the GWMA Administrative Board.
3. Provide implementation and administrative oversight of the GWMA Plan concurrence process.
4. Serve as the GWMA's liaison to various local, state and federal water resources groups and agency groups.
5. Serve as GWMA'S liaison to local citizen and stakeholder groups.
6. Coordinate GWMA activities with interested state, federal and local agencies and other water resource entities to insure consistency.
7. Share responsibility for organizing and conducting public meetings with the Columbia Basin GWMA Project Coordinator.
8. Serve as the Lead Agency representative at public meetings, hearings and other public events relative to water resources.

Exhibit "B"

GENERAL TERMS AND CONDITIONS

1. Independent Capacity Of The Consultant

CONSULTANT and/o his employees or agents performing under this Agreement are not employees or agents of the COUNTY. The CONSULTANT will not hold himself/herself out as nor claim to be an officer or employee of the COUNTY or of the state of Washington by reason hereof, nor will the CONSULTANT make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or chapter 28B.16 RCW.

2. Subcontracting

CONSULTANT shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the COUNTY.

3. Indemnification

CONSULTANT shall defend, protect and hold harmless GWMA, Grant County, Adams County, and Franklin County, or any employees or officers of the aforementioned entities, from and against all claims, suits or actions arising from the CONSULTANT'S acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright, patent, trademark or trade name through use or reproduction of material of any kind, or negligence.

4. Covenant Against Contingent Fees

CONSULTANT warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement 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 CONSULTANT for the purpose of securing business. The COUNTY shall have the right, in the event of breach of this clause by the CONSULTANT, to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

5. Conflict Of Interest

The COUNTY may, by written notice to the CONSULTANT, terminate this Agreement if it is found after due notice and examination by the Agent that there is a violation of the

Ethics in Public Service Act, chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided above, the COUNTY shall be entitled to pursue the same remedies against CONSULTANT as it could pursue in the event of a breach of the Agreement by CONSULTANT. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

TREATMENT OF ASSETS

- A. Title to all property furnished by the COUNTY shall remain in the COUNTY. Title to all property furnished by CONSULTANT, for the cost of which CONSULTANT is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the COUNTY upon delivery of such property by CONSULTANT. Title to other property, the cost of which is reimbursable to CONSULTANT under this Agreement, shall pass to and vest in the COUNTY upon
 - i. issuance for use of such property in the performance of this Agreement, or
 - ii. commencement of use of such property in the performance of this Agreement, or
 - iii. reimbursement of the cost thereof by the COUNTY in whole or in part, whichever first occurs.
- B. Any property of the COUNTY furnished to CONSULTANT shall, unless otherwise provided herein or approved by the COUNTY, be used only for the performance of this Agreement.
- C. CONSULTANT shall be responsible for any loss or damage to property of the COUNTY which results from the negligence of CONSULTANT or which results from the failure on the part of CONSULTANT to maintain and administer that property in accordance with sound management practices.
- D. Upon loss or destruction of, or damage to, any COUNTY property, CONSULTANT shall notify the COUNTY thereof and shall take all reasonable steps to protect that property from further damage.
- E. CONSULTANT shall surrender to the COUNTY all property of the COUNTY prior to settlement upon completion, termination or cancellation of this Agreement.
- F. All reference to CONSULTANT under this clause shall also include CONSULTANT'S employees, agents or subcontractors.
 - 1. Non-Assignability

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by CONSULTANT.

2. Records Documents And Reports

CONSULTANT shall maintain books, records, documents and 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 Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the COUNTY, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. CONSULTANT will retain all books, records, documents, and other materials relevant to this Agreement for six (6) years after settlement, a make them available for inspection by persons authorized under this provision or pursuant to 42.17 RCW.

3. Right Of Inspection

CONSULTANT shall provide right of access to its facilities to the COUNTY, 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 Agreement.

4. Safeguarding Of Information

The use or disclosure by any party of any information concerning the COUNTY for any purpose not directly connected with the administration of the COUNTY'S or CONSULTANT'S responsibilities with respect to service(s) provided under this Agreement is prohibited except by prior written consent of the COUNTY.

5. 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 COUNTY. 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 of copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the Agreement, but which does not originate therefrom, shall be transferred to the COUNTY 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 CONSULTANT has a right to grant such a license. CONSULTANT shall exert all reasonable effort to advise the COUNTY, at the time of delivery of data furnished under this Agreement, 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 Agreement. The COUNTY shall receive prompt written notice of each notice or claim of copyright infringement received by CONSULTANT with respect to any data delivered under this Agreement. The COUNTY shall have the right to modify or remove any restrictive markings placed upon the data by CONSULTANT.

6. Registration With Department Of Revenue

CONSULTANT 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 Agreement.

7. Licensing Accreditation And Registration

CONSULTANT shall comply with applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Agreement.

8. Industrial Insurance Coverage

Prior to performing work under this Agreement, CONSULTANT shall provide or purchase industrial insurance coverage for CONSULTANT'S employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Agreement. Should the CONSULTANT fail to secure industrial insurance coverage or fail to pay premiums, as may be required under Title 51 RCW, the COUNTY may deduct the amount of premiums and any penalties owing from the amounts payable to CONSULTANT under this Agreement and transmit the same to the Department of Labor and Industries, Division of Industrial Insurance. This provision does not waive any right under RCW 51.12.050 to collect from CONSULTANT amounts paid by the COUNTY.

The COUNTY will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this CONSULTANT, or any subcontractor or employee of CONSULTANT, which might arise under the industrial insurance laws during performance of duties and service(s) under this Agreement. If the Washington State Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this Agreement, those payments shall be made by CONSULTANT; CONSULTANT shall indemnify the COUNTY and guarantee payment of such amounts.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate, officers and others, per RCW 51.12.020.

9. Advance Payments Prohibited

No payments in advance or in anticipation of service(s) or supplied to be provided under this Agreement shall be made by the COUNTY.

10. Savings

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the COUNTY may terminate the Agreement under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions.

11. Limitation Of Authority

Only the COUNTY'S duly authorized officials shall have the express, implied or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the duly authorized officials of the COUNTY.

12. 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 Agreement 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 Agreement unless stated to be such in writing, signed by the Agent and attached to the original Agreement.

Any claim by CONSULTANT for adjustment under this clause must be asserted within thirty (30) days from the date of CONSULTANT'S receipt of the notice of such change; Provided, however, that the Agent may, upon determining that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" However, nothing in this clause shall excuse CONSULTANT from proceeding with the Agreement as changed.

13. Termination For Default

By written notice the COUNTY may terminate the Agreement, in whole or in part, for failure of CONSULTANT to perform any of the provisions hereof. In such event CONSULTANT shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of the competitive bidding, mailing, advertising and staff time; Provided, that if (i) it is determined for any reason the CONSULTANT was not in default, or (ii) CONSULTANT'S failure to perform is without CONSULTANT'S and/or

subcontractor's control, fault or negligence, the termination shall be deemed to be a Termination for Convenience.

14. Termination For Convenience

Except as otherwise provided in this Agreement, the COUNTY may, by five (5) days written notice, beginning on the second (2nd) day after the mailing, terminate this Agreement in whole or in part when it is in the best interests of the COUNTY. If this Agreement is so terminated, the COUNTY shall be liable only for payment in accordance with the terms of this Agreement for service(s) rendered prior to the effective date of termination.

15. Termination Procedure

Upon termination of this Agreement the COUNTY, in addition to any other rights provided in this Agreement, may require CONSULTANT to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The COUNTY shall pay to CONSULTANT the agreed upon price, if separately stated, for completed work and service(s) accepted by the COUNTY, and the amount agreed upon by CONSULTANT and the COUNTY for (i) completed work and service(s) for which no separate price is stated, (ii) partially completed work and service(s), (iii) other property or services which are accepted by the COUNTY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the COUNTY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Agreement. The COUNTY may withhold from any amounts due CONSULTANT such sum as the Project Manager determines to be necessary to protect the COUNTY against potential loss or liability.

The rights and remedies of the COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Project Manager, CONSULTANT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

- c. Assign to the COUNTY, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of CONSULTANT under the orders and subcontracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent the Project Manager may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the COUNTY and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the Agreement had been completed, would have been required to be furnished to the COUNTY;
- f. Complete performance of such part of the work as shall not have been terminated by the Project Manager; and
- g. Take such action as may be necessary, or as the Project Manager may direct, for the protection and preservation of the property related to this Agreement which is in the possession of CONSULTANT and in which the COUNTY has or may acquire an interest.

16. Governing Law

This Agreement shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Grant County. CONSULTANT, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

17. 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.