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OFM DIRECTOR'S OFFICE

**AGREEMENT BETWEEN
THE STATE OF WASHINGTON**

**Office of Financial Management
and
The Pacific Coast Shellfish Grower's Association**

PARTIES TO THE AGREEMENT

This Agreement is made and entered into by and between the Office of Financial Management hereinafter referred to as "OFM" and the Pacific Coast Shellfish Grower's Association, hereinafter referred to as "ASSOCIATION" pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

The purpose of this Agreement is to establish a half-time position in the Governor's Legislative Affairs & Policy Office on issues related to shellfish in Washington State.

PERIOD OF PERFORMANCE

This Agreement shall become effective on March 1, 2014, regardless of the date of execution, and will expire on June 30, 2015, unless terminated sooner or extended as provided herein.

STATEMENT OF WORK

The ASSOCIATION shall provide OFM funding per Purpose statement in this agreement. The position shall oversee the implementation of the Washington Shellfish Initiative (WSI), Executive Order 12-07 re: Washington's Response to Ocean Acidification, restoration of shellfish growing areas on the coast, and per the Puget Sound Partnership's recovering shellfish strategic initiative as well as engaging with the Washington Coastal Marine Advisory Council on shellfish-related coastal issues.

This position will also serve as a liaison with federal agencies and the Washington Congressional Delegation on coordination of the WSI with the National Shellfish Initiative and permit streamlining efforts with the White House Council on Environmental Quality and the Joint Subcommittee on Aquaculture.

COMPENSATION

The ASSOCIATION shall pay OFM Eighty Thousand Dollars (\$80,000.00) for the performance of all things necessary for, or incidental to, the work as set forth in the Statement of Work of this Agreement.

OFM shall submit two invoices to the ASSOCIATION under this Agreement. The first invoice shall be submitted no later than April 1, 2014 and shall be for \$20,000. The second invoice shall be submitted by February 1, 2015 and shall be for \$60,000.

MANAGEMENT

The Program 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 Program Manager for OFM is Jim Cahill, PO Box 43113, Olympia, WA 98504-3113; Phone: 360/902.0569; e-mail: jim.cahill@ofm.wa.gov.

The Program Manager for the ASSOCIATION is Connie Smith; 120 State Street NE, #142, Olympia, WA 98501; Phone: 360/754.2744; email: conniesmith@pcsga.org

DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from OFM, one representative from the ASSOCIATION, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing.

TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination of this Agreement, the terminating party 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.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, amended or extened by written agreement executed by both parties.

EXECUTION

We, the undersigned, agree to the terms of the foregoing Agreement.

**PACIFIC COAST SHELLFISH
GROWER'S ASSOCIATION**

OFFICE OF FINANCIAL MANAGEMENT


SIGNATURE


BONNIE LINDSTROM, CONTRACTS COORDINATOR

MARGARET PILARO BARRETTE 3/13/14
TITLE DATE
EXECUTIVE DIRECTOR, PCSGA

03.17.2014
DATE