

**AGREEMENT BETWEEN  
THE STATE OF WASHINGTON**

**Office of Financial Management  
and  
The Nature Conservancy Washington Program Office**

**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 Nature Conservancy, a District of Columbia non-profit corporation, acting through its Washington Program, hereinafter referred to as "TNC", pursuant to the authority granted by Chapter 39.34 RCW.

**PURPOSE**

This Agreement is being entered into in order to set out the terms of a grant to OFM by TNC, in the amount specified below (the "Grant"), the purpose of which is to support a position in the Governor's Legislative Affairs & Policy Office on issues related to shellfish in Washington State (the "Position").

**PERIOD OF PERFORMANCE**

This Agreement shall become effective on April 28, 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**

TNC shall provide the Grant to OFM for the purpose stated above in this agreement. The Position funded 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. The Grant is being made with the understanding that: (i) TNC has no obligation to provide other or additional support for the Position; (ii) the selection and supervision of the person holding the Position shall be solely within the control of the appropriate authorities of the State of Washington; and (iii) TNC shall not be responsible for any supervision of the Position, any benefits to be provided to the person holding the Position, or any payments or reimbursements to be made to the person holding the Position.

The person holding the 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.

**DISBURSEMENT OF GRANT FUNDS**

TNC shall disburse the Grant funds to OFM, in the total amount of Ten Thousand Dollars (\$10,000.00) 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 TNC under this Agreement. The first invoice shall be submitted on June 1, 2014, for \$5,000. The second invoice shall be for \$5,000 and submitted no later than June 1, 2015.

**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](mailto:jim.cahill@ofm.wa.gov).

The Program Manager for the TNC is Mo McBroom; 1917 1<sup>st</sup> Avenue, Seattle WA 98101; Phone: 206/343.4345; email: [mmcbroom@tnc.org](mailto:mmcbroom@tnc.org)

**DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from OFM, one representative from TNC, 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.

**THE NATURE CONSERVANCY**

**OFFICE OF FINANCIAL MANAGEMENT**

  
\_\_\_\_\_  
MELINDA MILNER, DIRECTOR OF OPERATIONS

  
\_\_\_\_\_  
BONNIE LINDSTROM, CONTRACTS COORDINATOR

5/16/14  
\_\_\_\_\_  
DATE

05.28.2014  
\_\_\_\_\_  
DATE