

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DNR # 15-339**

THIS INTERAGENCY AGREEMENT (the "Agreement") is by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and the State of Washington Department of Natural Resources (hereafter referred to as "DNR").

The parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth in Attachment A.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be for two (2) years, and shall commence on June 1, 2015, and be completed on May 31, 2017 (the "Term"), unless terminated sooner as provided herein.

III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties agree that the cost of the work is \$50,000.

IV. BILLING PROCEDURES

WSU shall submit an invoice for \$50,000 to DNR no later than June 30, 2015. DNR shall pay \$50,000 by warrant or account transfer within thirty (30) days of invoicing.

The DNR invoice mail address is:

Department of Natural Resources
PO Box 47041
Olympia, WA 98504
(360) 902-1250
fmd@dnr.wa.gov

V. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services 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 year 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.

VI. RIGHTS IN DATA

Unless otherwise provided, any data that originates from this Agreement shall be owned by WSU. 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.

VII. 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. Consistent with the Center's mission to act as a neutral third party, no special or exclusive relationship between the parties shall be created as a result of the work to be performed herein.

VIII. MODIFICATION

This Agreement may be modified or 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.

X. 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 fifteen (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. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall share equally in the costs, if any for the services of the Dispute Panel.

As an alternative to this process, 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.

XII. GOVERNANCE

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.

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 state and federal statutes and rules;
- B. statement of work; and
- C. any other provisions of the Agreement, including materials incorporated by reference.

XIII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement 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.

XIV. 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.

XV. 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.

XVI. ENTIRE AGREEMENT

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.

XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Michael A. Kern, William D. Ruckelshaus Center, PO Box 646248, Pullman, WA 99164-6248; 509-335-2937; m.kern@wsu.edu

The Contract Administrator for DNR is:

Lenny Young, Department of Natural Resources, PO Box 47000, Olympia, WA 98504-7000; 360-902-1744; lenny.young@dnr.wa.gov.

XVIII. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

**WASHINGTON STATE UNIVERSITY
("WSU")**

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES ("DNR")**

Approved by:

By: Christine R. Hoyt
Name: Christine R. Hoyt
Title: Contracts Manager
Date: 6-23-15

Approved by:

By: J. S. Young
Name: Jenny Young
Title: Department Supervisor
Date: 6/23/15

ATTACHMENT A

DNR has determined that the Washington State University/University of Washington William D. Ruckelshaus Center has greatly benefited natural resource policy in the State of Washington, by providing services and programs that foster collaborative public policy outcomes such as:

- A review of the emergency response, identification of lessons learned and consensus policy recommendations from the Governor's and Snohomish County Executive's SR 530 Commission, to help make Washington safer and enhance our ability to respond to similar events in the future.
- An assessment of issues, interests and prospects for collaboration around the future of Capitol Lake, which has helped clarify the situation and restarted productive conversation.
- Unprecedented progress in the decades-long effort to develop a broadly-supported strategy for reducing catastrophic flooding and enhancing aquatic species in the Chehalis Basin
- Collaboration training for staff at DNR's Aquatics Division, to improve communications and interaction both internally and with external stakeholders.

This interagency agreement is intended to ensure that the Center continues and expands its efforts to foster productive and effective natural resource public policy, by supporting activities and services as are outlined below. Notwithstanding the foregoing, nothing herein shall be construed to require the Center shall to undertake any specific project or assignment.

Neutral Forum

The Center provides a forum for parties with intractable and difficult issues to get on track and past traditional gridlock. It adds information and civil discourse to the development of public policy, without imposing solutions. The Center provides a safe setting for discussing both current problems and emerging issues. It is a catalyst for bringing diverse and divergent voices to the table.

Situation Assessment

Prior to accepting a project, Center staff undertakes an assessment of the situation and appropriateness of Center involvement. This assessment consists of conversations with leaders from involved governments, stakeholders groups and citizens to determine if the issue is "ripe" for a collaborative process and if the parties are amenable to the Center's involvement. Also included in the assessment are consultation with the Center's Advisory Board and an analysis of the project's fit with the Center's project criteria. In some cases, the situation assessment is more complex and serves as a stand-alone project, or as an initial phase of a potentially multiphase project.

Facilitation, Mediation, Dispute Resolution

When appropriate, the Center uses the tools of alternative dispute resolution and collaborative decision-making to help parties work together effectively, overcome barriers and reach resolution on important issues. This can include meeting facilitation, mediation, "shuttle diplomacy," alternative/options formulation, and other approaches.

Project Management, Strategic Planning

A vital element in collaborative decision-making is process conception, design, formulation and execution that is appropriate to the situation, creative and conducive to making consistent progress. Good project management allows the parties to focus on the subject matter, and on crafting creative and effective solutions, rather than on logistics, fairness and process. Strategic planning can also be an important element of a successful project. Good strategic planning "begins at the end," identifying desired outcomes and measures of success and then "back planning" a process that includes strategies, actions, benchmarks and milestones.

Training

As part of its efforts to build capacity for problem solving within the state and region, the Center provides training in collaborative problem-solving, conflict resolution and building long-term working relationships. The training is structured to be useful to individuals from a variety of disciplines and backgrounds. Seasoned faculty members work with agencies and organizations to tailor the curriculum to their needs. The Center is also able to host or co-host forums around emerging or existing issues where the affected communities, technical experts and government representatives can share knowledge and constructively discuss the issues at hand.

Applied Research and Fact-Finding

Research conducted by the Center supports collaborative policy efforts on improving health care, preserving the natural environment, encouraging economic development, fostering new technologies and other areas. The Center can access experts within two of the nation's leading research universities, which have programs across the spectrum of intellectual disciplines. The Center focuses on applied research and fact-finding that responds to current policy needs and "real world" timelines.

Information Portal

At times, providing structure and ready access to existing information is important in helping parties work together to resolve complex policy issues. Universities are particularly well-suited to serving this function. In such cases, the Center can provide widespread access to information whose origin and value extends beyond the boundaries of a single organization.

Policy Discussions

The Center brings real-world policy issues to the academic setting by sponsoring or co-sponsoring conferences, workshops, forums, speakers and other policy discussions. This helps advance the teaching and research missions of the universities. It also helps ensure that policy making in the state and region is informed by the latest thinking and scholarly achievement.