

**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 Washington Program Office, hereinafter referred to as "TNC" pursuant to the authority granted by Chapter 39.34 RCW.

**PURPOSE**

The purpose of this Agreement is to support a portion of a full 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 July 1, 2015, regardless of the date of execution, and will expire on June 30, 2016, unless terminated sooner or extended as provided herein.

**STATEMENT OF WORK**

The TNC 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 TNC shall pay OFM 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 the TNC under this Agreement. The first invoice shall be submitted on October 1, 2015 for \$5,000. The second invoice shall be for \$5,000 and submitted no later than April 1, 2016.

OFM #K1738

**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 TNC is Anne Hughes; 1917 1st Avenue, Seattle WA 98101; Phone: 206/343.4345; email: ahammerhughes@tnc.org

**DISPUTES**

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

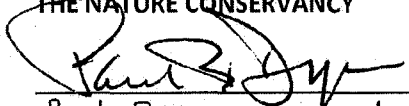
**AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

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

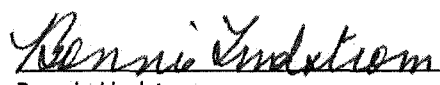
**EXECUTION**

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

**THE NATURE CONSERVANCY**

  
Paul Dye  
7/6/2015  
Director of Marine Conservation DATE

**OFFICE OF FINANCIAL MANAGEMENT**

  
Bonnie Lindstrom  
07.14.2015  
Contracts Coordinator DATE

**THE STATE OF WASHINGTON  
OFFICE OF FINANCIAL MANAGEMENT  
AMENDMENT #1  
TO  
AGREEMENT K1738**

Contract #K1738 (the Contract), which was executed by the Office of Financial Management of the State of Washington (OFM) and The Nature Conservancy, acting through its Washington Program Office (TNC), on July 14, 2015, and July 6, 2015, respectively, is amended as follows:

1. **PERIOD OF PERFORMANCE.** The third section of the Contract, dealing with the period of performance under the Contract, is revised to make the changes shown below:

This Agreement shall become effective on July 1, 2015, regardless of the date of execution, and will expire on June 30, 2017 ~~June 30, 2016~~, unless terminated sooner or extended as provided herein.

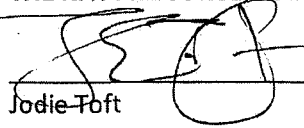
2. **COMPENSATION.** The fifth section of the Contract, dealing with the invoices to be submitted under the Contract and the payments to be made under the Contract, is revised to make the changes shown below:

~~The TNC shall pay OFM Ten Thousand Dollars (\$10,000.00),~~ for a contract total of Twenty Thousand Dollars (\$20,000.00) 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 TNC~~ under this Agreement. The first invoice shall be submitted on October 1, 2016 ~~October 1, 2015~~ for \$5,000. The second invoice shall be for \$5,000 and submitted no later than April 1, 2017 ~~April 1, 2016~~.

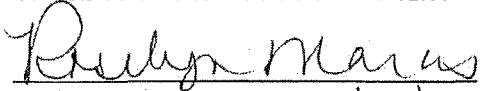
3. **ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.**

**THE NATURE CONSERVANCY**

  
\_\_\_\_\_  
Jodie Toft

Interim Director, Marine Conservation      7/13/16      DATE

**OFFICE OF FINANCIAL MANAGEMENT**

  
\_\_\_\_\_  
~~Bonnie Lindstrom~~  
Roselyn Marcus

Contracts Coordinator      07/18/2016      DATE  
Assistant Director