



SPONSORED PROJECT AGREEMENT

ORSO # 128986

PARKS #IA 517-128

I. PARTIES

1.1 This Agreement is made and entered into by and between Washington State University (WSU), an institution of higher education and an agency of the state of Washington, and Washington State Parks and Recreation Commission (SPONSOR). In this Agreement, the above entities are jointly referred to as PARTIES.

II. PURPOSE

2.1 This Agreement provides the terms and conditions for a sponsored project which is of mutual interest and benefit to WSU and SPONSOR.

2.2 The performance of such sponsored project is consistent, compatible, and beneficial to the academic role and mission of WSU as an institution of higher education.

III. DEFINITIONS

3.1 "Budget" shall mean the Project Budget contained in *Attachment B–Budget*, which is hereby incorporated by reference.

3.2 "Project Director" shall be Darren Nichols. Michael Kern and Christopher Page are Co-Principal Investigators.

3.3 "Sponsor Liaison" shall be Daniel Farber, a SPONSOR employee designated by SPONSOR to be the primary contact with the Project Director.

3.4 "SCOPE OF WORK" shall mean the sponsored project, under the direction of the Project Director, described in *Attachment A–Scope of Work*, *Attachment B–Budget*, *Attachment C–Budget Phasing* and any other attachments which may provide additional information on the sponsored project to be performed.

3.5 "Confidential Information" shall mean information in written, graphic, oral, or other tangible form protected by trade secret or other right of non-disclosure, including without limitation algorithms, formulae, techniques, improvements, technical drawings, technical data, and computer software.

3.6 "Intellectual Property" shall mean any Invention, Copyright, Trademark and/or Proprietary Information produced under the SCOPE OF WORK.

- 3.7 “Invention” shall mean certain inventions and/or discoveries conceived and/or reduced to practice in performance of the SCOPE OF WORK and resulting patents, divisionals, continuations, or substitutions of such applications, all reissues and foreign counterparts thereof, upon which a WSU employee or agent is a named inventor.
- 3.8 “Invention Disclosure(s)” shall mean a written disclosure of a potentially patentable Invention(s) provided to WSU’s Office of Commercialization (WSU-OC).
- 3.9 “Copyright” shall mean any work developed under the SCOPE OF WORK that is subject to copyright under copyright law.
- 3.10 “Proprietary Information” means all data, sequences, and any other information obtained or developed during the course of the SCOPE OF WORK.
- 3.11 “Trademark” shall mean any trade or service marks developed under the SCOPE OF WORK whether or not registered under either state or federal trademark law.

IV. SCOPE OF WORK

- 4.1 SPONSOR acknowledges that this Agreement is for the performance of the SCOPE OF WORK as defined in Section 3.4 of this Agreement which shall be entitled Consistent, “Equitable and Simple Access to Washington’s Public Lands.”
- 4.2 WSU agrees to use its reasonable best efforts to perform the SCOPE OF WORK. WSU does not represent or guarantee that the desired results will be obtained under this Agreement.
- 4.3 Reporting Requirements.
- 4.3.1 Progress Reports. WSU shall provide written reports on the progress of the SCOPE OF WORK as follows:
- 4.3.1.1 *Quarterly progress reports in conjunction with billing and payment requests. Such reports shall include status of completion of project phases.*
- 4.3.1.2 *Written notification to the SPONSOR at the time of completion of each phase.*
- 4.3.2 Final Report. A final written report shall be furnished at the completion of the Contract Term.

V. GENERAL TERMS AND CONDITIONS

In consideration of the mutual premises and covenants contained herein, the PARTIES agree to the following terms and conditions.

- 5.1 Period of Performance. The specific period of performance for the SCOPE OF WORK shall be June 1, 2016 to December 1, 2017 unless a time extension is mutually agreed upon in writing between the PARTIES in accordance with Article 5.18–Amendments.

- 5.2 Funding. SPONSOR agrees to reimburse WSU for services performed under this Agreement in the amount up to \$250,000 in accordance with the budget as described in Attachment-C or has hereafter agreed upon by the PARTIES, and in accordance with the following payment schedule: Quarterly
- 5.3 Project Budget. *Attachment B-Budget* sets forth the Project Budget and Attached C-Budget Phasing sets forth the expected expenditures by project phase. Deviations from this Project Budget may be made to and from any expenditure object within the WSU system as long as such deviation is reasonable and necessary in the pursuit of the SCOPE OF WORK. \$220,765 of the total amount identified above may not be exceeded without prior written amendment to this Agreement signed by the PARTIES. The residual funds in this contract (\$29,235) is available, at the discretion of the SPONSOR, to authorize and reimburse WSU for necessary and unforeseen work.
- 5.4 Invoices. Periodic invoices will be provided, in accordance with 5.2 using the standard WSU invoice. Each request for payment shall include a completed Project Status Report and evidence of costs paid by the University. After receiving and approving the voucher and accompanying forms, the Commission shall promptly remit payment to the University.
 Payments are due to WSU within forty-five (45) days from the WSU invoice date. Checks should be made payable to Washington State University and sent to: Washington State University, Cashier's Office – SPS, PO Box 641025, Pullman WA 99164-1025.
- Invoices should be sent to:
- | | |
|---|---|
| Name/Title: <u>Daniel Farber</u> | Phone: <u>(360) 902-8504</u> |
| Address: _____ | Fax: _____ |
| Address: <u>1111 Israel Road SW</u> | E-mail: <u>daniel.farber@parks.wa.gov</u> |
| City/State/Zip: <u>Tumwater, WA 98501</u> | |
- 5.5 Equipment. WSU shall retain title to any equipment purchased with funds provided by SPONSOR under this Agreement.
- 5.6 Key Personnel. The Project Director may select and supervise other project staff as needed to perform the SCOPE OF WORK. No other person will be substituted for the Project Director except with SPONSOR's approval. SPONSOR may exercise Termination for Convenience provisions of this Agreement if a satisfactory substitute is not identified.
- 5.7 Control of Scope of Work Performance. The control of the SCOPE OF WORK performance rests entirely with WSU. However, the PARTIES agree that WSU, through its Project Director, shall maintain communication with the designated liaison for SPONSOR. WSU's Project Director and SPONSOR's Liaison shall mutually define the frequency and nature of these communications.
- 5.8 Confidential Information.

- 5.8.1 To the extent allowed by law, WSU and SPONSOR agree to use reasonable care to avoid unauthorized disclosure of Confidential Information, including without limitation taking measures to prevent creating a premature bar to a United States or foreign patent application. Each party will limit access to Confidential Information received from another party hereto to those persons having a need to know. Each party shall employ the same reasonable safeguards in receiving, storing, transmitting, and using Confidential Information that prudent organizations normally exercise with respect to their own confidential information of significant value.
- 5.8.2 Confidential Information shall include written, graphic, or oral communication. Confidential Information shall not be disclosed by the receiving party to a third party for a period of five (5) years from receipt of such information or until a patent is published or the Confidential Information is published by the disclosing party or unless the disclosing and receiving parties agree otherwise and in writing at the time of disclosure. Third parties shall include all governmental offices.
- 5.8.3 The terms of confidentiality set forth in this Agreement shall not be construed to limit the parties' right to independently develop products without the use of another party's Confidential Information.
- 5.8.4 Confidential Information shall not include information which:
- 5.8.4.1 was in the receiving party's possession prior to receipt of the disclosed information;
 - 5.8.4.2 is or becomes a matter of public knowledge through no fault of the receiving party;
 - 5.8.4.3 is received from a third party without a duty of confidentiality;
 - 5.8.4.4 is independently developed by the receiving party;
 - 5.8.4.5 is required to be disclosed under operation of law;
 - 5.8.4.6 is reasonably ascertained by WSU or SPONSOR to create a risk to a trial subject or to public health and safety.
- 5.8.5 It is understood that as an educational institution of the state of Washington, WSU is subject to Washington State laws and regulations including the Washington Public Records Act, RCW 42.56 et seq. (<http://apps.leg.wa.gov/RCW/default.aspx?cite=42.56>). If a Public Records Act request is made to view SPONSOR's Confidential Information, and WSU's Public Records Officer either determines that no exemption to disclosure applies or is unable to determine whether an exemption to disclosure applies, WSU will notify SPONSOR of the request and the date that such records will be released to the requester unless SPONSOR obtains a court order enjoining that disclosure. If SPONSOR fails to obtain a court order enjoining disclosure, WSU will release the requested information on the date specified.
- 5.9 Publication. WSU reserves the right to publish or permit to be published by WSU employees the results of the SCOPE OF WORK undertaken by WSU employees. To prevent untimely disclosure or exploitation of SPONSOR Confidential Information, WSU shall provide SPONSOR Liaison with a copy of any proposed

publication resulting from the SCOPE OF WORK at least thirty (30) days prior to submission for publication. SPONSOR shall have thirty (30) days (the "Pre-publication Review Period") from receipt of the draft to review the proposed publication. If SPONSOR determines that SPONSOR Confidential Information is included in the proposed publication, WSU will at SPONSOR's request remove such SPONSOR Confidential Information prior to submission for publication. If the proposed draft publication contains SPONSOR Confidential Information, the SPONSOR may request that WSU's submission of the draft for publication be delayed for up to sixty (60) days beyond the end of the Pre-publication Review Period. If SPONSOR seeks to delay publication, SPONSOR shall make such request in writing prior to the expiration of the Pre-publication Review Period together with identification of the information or materials of concern and reasons why delay is warranted. WSU may delay publication by ninety (90) days to allow WSU or SPONSOR, as the case may be, to seek patent protection.

- 5.10 Publicity. SPONSOR shall not include the name of Washington State University, WSU, or any of either entity's Trademarks in any advertising, sales promotion, or other publicity matter without prior written approval of the President of the University or his or her designee.
- 5.11 Termination for Convenience. This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by SPONSOR, SPONSOR shall pay all reasonable costs and non-cancelable obligations incurred by WSU as of the date of termination.
- 5.12 Termination for Cause. In the event either party shall commit any material breach of or default in any terms or conditions of this Agreement, and also shall fail to remedy such default or breach within sixty (60) days after receipt of written notice thereof, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to that effect. Termination shall be effective as of the day of receipt of such notice.
- 5.13 Termination Obligations. In addition to those obligations set out in 5.11 and 5.12, termination of this Agreement shall not relieve either party of any obligations incurred prior to the date of termination including, but not limited to, any obligation of the SPONSOR to pay the option fee set forth in Article 5.16.
- 5.14 Dispute Resolution. Except as otherwise provided in this Agreement, when a dispute arises between the PARTIES and it cannot be resolved by direct negotiation, any party may request a dispute resolution panel (DRP). A request for a DRP must be in writing, state the disputed issue(s), state the relative positions of the PARTIES and be sent to the PARTIES. PARTIES must provide a response within thirty (30) days unless the PARTIES mutually agree to an extension of time. Each party shall designate a representative. The representatives shall mutually select an additional member. The DRP shall evaluate the facts, Agreement terms, and applicable statutes and rules and make a determination by majority vote. The decision is binding on the PARTIES.

Nothing in this Agreement shall be construed to limit the PARTIES' choice of a mutually acceptable dispute resolution method in addition to the dispute resolution procedure outlined above.

5.15 Disclaimer. WSU MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE SCOPE OF WORK, SPONSORED PROJECT, OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SPONSORED PROJECT, SCOPE OF WORK, OR RESULTING PRODUCT.

5.16 Intellectual Property.

5.16.1 WSU Intellectual Property. WSU shall own all rights and title to Intellectual Property created solely by WSU employees.

5.16.2 SPONSOR Intellectual Property. SPONSOR shall own all rights and title to Intellectual Property created solely by SPONSOR and without use of WSU resources under this Agreement.

5.16.3 Joint Intellectual Property. WSU and SPONSOR shall jointly own all rights and title to Intellectual Property made jointly by WSU and SPONSOR pursuant to this Agreement.

5.16.4 Consistent with WSU policy, WSU may assign Intellectual Property to a designee of WSU. For purposes of this Article, WSU shall mean either WSU or a designee of WSU for Intellectual Property assigned to it.

5.16.5 WSU hereby grants to SPONSOR an option to negotiate a license to WSU Intellectual Property and/or WSU's ownership interest in Joint Intellectual Property (Option Rights). WSU shall notify SPONSOR of such Intellectual Property within thirty (30) days of WSU-OC's receipt of WSU Invention Disclosure forms from WSU inventors. SPONSOR shall, within ninety (90) days of receipt of such notification from WSU (the Option Period), indicate to WSU in writing its intent to negotiate a license. Upon receipt, by WSU, of SPONSOR's notification of its intent to negotiate a license and as consideration for these Option Rights, SPONSOR shall pay a non-refundable fee of Seven Thousand Five Hundred dollars (\$7,500) to WSU-OC within sixty (60) days of WSU-OC's submission of an invoice to SPONSOR. In the event that SPONSOR exercises its option, the PARTIES shall negotiate the license terms in good faith. The license shall contain terms standard for agreements between universities and industry including, without limitation, clauses providing for payment of reasonable royalties and other compensation to WSU; reimbursement of WSU for all past, present, and future expenses incurred in the preparation, filing, prosecution, issuance, and maintenance of Intellectual Property rights; and product liability indemnification and insurance requirements which are acceptable to WSU. In the event that WSU and SPONSOR do not execute a written license agreement for the Option Rights within sixty (60) days following SPONSOR's exercise of the option (the "Negotiation Period"), WSU shall

be free to negotiate with and to enter into license agreements, including exclusive license agreements, with third PARTIES for the Options Rights.

5.16.6 Invention Disclosures submitted to SPONSOR by WSU are regarded by WSU as confidential. SPONSOR shall not disclose any information contained in Invention Disclosures to any third party without WSU's prior written permission.

5.16.7 If SPONSOR declines to enter into a license with WSU, SPONSOR agrees for itself, its employees, successors, and assigns to be bound by a secrecy obligation for five (5) years with respect to information contained in any WSU Invention Disclosure.

5.16.8 WSU hereby grants to SPONSOR a royalty-free license to use Copyrights, with the exception of copyrighted software, for its non-commercial use. WSU hereby grants to SPONSOR the right to negotiate a license for commercial use of Copyrights on reasonable terms and conditions, including a reasonable royalty, as the PARTIES hereto agree in a subsequent writing.

5.16.9 SPONSOR understands that WSU must comply with the provisions of US Patent law including the Bayh-Dole Act.

5.17 Indemnity. Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. To the extent allowed by law, SPONSOR shall fully indemnify and hold harmless WSU against all claims arising out of SPONSOR's use, commercialization, or distribution of Intellectual Property or products that result in whole or in part from the SCOPE OF WORK.

5.18 Amendments. This Agreement may be 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.

5.19 Assignment.

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

5.19.2 Notwithstanding the foregoing, and consistent with WSU policy, SPONSOR agrees that WSU may assign any Inventions, Copyrights, or Trademarks developed under this Agreement to a designee of WSU.

5.20 Notices. Any notice or communication required or permitted under this Agreement shall be delivered by overnight courier, or by registered or certified mail, postage prepaid and addressed to the party to receive such notice at the address given below or such other address as may hereafter be designated by notice in writing. Notice given hereunder shall be effective as of the date of receipt of such notice:

WSU:

Name/Title: Dan Nordquist, AVP, Research, and Director, ORSO
Address: 280 Lighty Phone: (509) 335-9661
Address: P.O. Box 641060 Fax: (509) 335-1676
City/State/Zip: Pullman, WA 99164-1060 E-mail: orso@wsu.edu

SPONSOR:

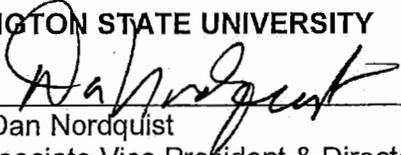
Name/Title: Washington State Parks and Recreation Commission
Address: _____ Phone: (360) 902-8504
Address: 1111 Israel Road SW Fax: _____
City/State/Zip: Tumwater, WA 98501 E-mail: daniel.farber@parks.wa.gov

- 5.21 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court of Whitman County.
- 5.22 Compliance with Laws. SPONSOR understands that WSU and SPONSOR are subject to United States laws and federal regulations, including the export of technical data, computer software, laboratory prototypes and other commodities (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979), and that SPONSOR's and WSU's obligations hereunder are contingent upon compliance with applicable United States laws and regulations, including those for export control. The transfer of certain technical data and commodities may require a license from a cognizant agency of the United States Government and/or a written assurance by SPONSOR that SPONSOR shall not transfer data or commodities to certain foreign countries without prior approval of an appropriate agency of the United States Government. WSU nor SPONSOR represent that a license shall not be required, nor that, if required, it will be issued.
- 5.23 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.
- 5.24 Order of Precedence. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
1. Applicable statutes and regulations;
 2. Terms and Conditions contained in this Agreement;
 3. *Attachment A—Scope of Work*;
 4. *Attachment B—Budget*;
 5. *Attachment C—Budget Phasing*
 6. Any other attachments; and
 7. Any other provisions incorporated by reference or otherwise into this 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.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

WASHINGTON STATE UNIVERSITY


Name: Dan Nordquist
Title: Associate Vice President & Director
Date: 7/1/16

SPONSOR


Name: Mark Bibeau
Title: Chief Financial Officer
Date: 7/05/16

ATTACHMENT A – SCOPE OF WORK
ORSO # 128986
PARKS # IA 517-128

Consistent, Equitable and Simple Access to Washington’s Public Lands:

Washington State Parks and Recreation Commission, Washington Department of Fish and Wildlife, and Washington Department of Natural Resources Situation Assessment, Fact-Finding, Options and Recommendations

Background and Overview

During the 2016 supplemental legislative session, the Washington Legislature provided direction and funding to the Washington Parks and Recreation Commission (Commission) to “coordinate a process to develop options and recommendations to improve consistency, equity and simplicity in recreational access fee systems while accounting for the fiscal health and stability of public land management” in the State of Washington.¹ The legislative proviso appropriates funding for the Commission to use its authority under RCW 79A.05.055(3) to partner with the Washington Department of Fish and Wildlife and the Washington Department of Natural Resources to fulfill the direction of the proviso. Together, the three agencies have established a “Core Team” to jointly and cooperatively oversee the project.

The proviso directs the Commission to “contract with the William D. Ruckelshaus Center or another neutral third party to facilitate meetings and discussions” in a collaborative process that “includes other relevant agencies and appropriate stakeholders².” The process must conclude with a report, including certain recommendations, due to the legislature by December 1, 2017. The core team is considering engaging the Ruckelshaus Center (Center) to conduct a situation assessment, oversee data collection/analysis, and (if appropriate based on the outcomes of the assessment and data collection) design and facilitate a collaborative process, as well as other potential needed steps identified through the assessment.

The assessment would examine the history, dynamics, interests, challenges, and opportunities related to public lands access in Washington state. The assessment would help to “map” existing relationships and objectives among key participants and organizations including the state agencies, and would provide recommendations for additional phases of assessment, fact-finding and policy development. The assessment would also provide the first round of input into recommendations requested in the proviso.

Scope of Work

¹ State of Washington’s 2016 Supplemental Budget: SECOND ENGROSSED SUBSTITUTE HOUSE BILL 2376, 64th Legislature, 2016 1st Special Session, Effective Date April 18, 2016 (p. 164 §§(3)(a)-(c)).

² The proviso refers to “stakeholders.” The Center prefers the term “participants” to describe parties that have a stake in the outcome of a discussion and those who provide input but may not have a stake in the outcome.

Project Assumptions: The Center includes project assumptions provided by the core team and incorporates additional assumptions below:

1. The Ruckelshaus Center will conduct and/or oversee the entire effort, working with the Core Team as appropriate to fulfill the purposes of the proviso. The Center’s work will include deliverables specifically addressing the entire proviso, including sections (a), (b), and (c) referenced above, and including the potential design and use of a facilitated process (see details in Phase 5 below), and the delivery and presentation of a report by December 1, 2017. The word “project” refers to the entirety of the effort necessary to complete the Phases and deliverables proposed herein.
2. Project outcomes may be informed by data collection and analyses provided within the scope of this proposal, including but not limited to one or more of the following:
 - a. Research and review of other states’ recreation fee system models
 - b. Products, pricing and market analysis
 - c. Social welfare analysis
 - d. Public finance analysis
 - e. Technology and supply chain management
3. In order to effectively engage the services of the Ruckelshaus Center as a neutral third party, the Center and the Core Team will need to establish clear lines of communication as well as clear expectations to preserve the objectivity and neutrality of the project.
4. The Core Team is expected to serve two distinct and important roles throughout the project:
 - a. The Core Team will work with the Center to develop, approve and amend the project work scope, budget and timelines as necessary throughout the project to meet the expectations of the proviso.
 - b. The Core Team and its member agencies will also participate as involved parties in the project’s processes, including but not limited to interviews, facilitated meetings, and key informant discussions.

NOTE: The Center and the Core Team agencies will work to ensure that the agencies’ roles are transparent and that the agencies’ project management responsibilities and process participation roles are appropriately managed to ensure the neutrality and credibility of the process.

Project Team and Roles: The project will be carried out with the following participants:

Co-Project Leads: Each of the three Core Team agencies will appoint a single representative to participate as its lead on the “Core Team” with the following expectations:

1. Co-leads will work with the Center to define and agree to best practices for working together, including frequency of project meetings, participation and/or approval process from

each agency's executive sponsor, and the method, frequency and protocols for internal and external communication.

2. Co-leads share equal responsibility for strategic management of the project, including scope of effort, review and refinement of products, and joint decision-making as outlined in a final work scope to be jointly developed with the Center in Phase 1.

3. Co-Leads will work with the Center to agree on a decision making process. The Core Team will use a defined consensus method of decision-making where appropriate. ("Consensus" means that all Core Team co-leads agree that, while a particular decision may not be the one each would have selected on his/her own, the decision was based on good information and a fair process, and is the best decision for the group at the time it is made). If the Core Team is unable to reach consensus on a timely basis as outlined in the Phase 1 communications expectations, any co-lead may elevate the decision to the three Executive Sponsors for final direction. Initial co-leads are:

- Daniel Farber: Co-Project Lead and Contract Manager, WSPRC
- Brock Milliern: Co-Project Lead, WDNR
- Melinda Posner: Co-Project Lead, WDFW

The agencies will notify the Core Team and the Center if at any time they choose to assign another staff member as Co-Project Lead.

Core Team Project and Contract Manager: The Core Team identifies and selects Daniel Farber to serve as the Core Team's single point of contact for contract management and coordination. Daniel can be reached during the project at the following:

1111 Israel Road, Tumwater, WA 98504

Daniel.Farber@parks.wa.gov

360-902-8504 (Land)

360-701-5326 (Cell)

Center Project Manager: The Center identifies and appoints its Associate Director Darren Nichols to serve as the Center's single point of contact and as the project manager for the project. Darren can be reached during the project at the following:

901 5th Avenue – Suite 2900, Seattle, WA 98164

Darren.Nichols@wsu.edu

206.219.2428 (Office)

206.428.3021 (Main)

Agency Support: Representatives from each partner agency can function as back-up to a Co-Lead with the Co-Lead's express authorization as necessary to assure project meetings proceed on a timely basis and with full participation. This requires the agency support staff to remain informed and on the "same page" as the co-lead. For this reason, agency support staff are invited to participate fully in all meetings of the project co-leads. Anticipated support staff:

- Cyndi Comfort, WDNR
- Raquel Crosier, Clay Sprague, WDFW
- Todd Tatum, Tom Oliva: WSPRC

Agency Executive Sponsors: Available to reach consensus decisions when Project Co-Leads are unable to do so on a timely basis. Also, should be actively informed of the progress of the project, with input and leadership provided at critical stages of project progress. Anticipated agency sponsors:

- Peter Herzog, WSPRC
- Joe Stohr, WDFW
- Kyle Blum, WDNR

Center Support: The center will be responsible to identify, recruit, select and oversee sub-contractors as needed to complete the work identified in this proposal, including but not limited to any fact-finding, data collection, research, and analyses.

Participant Input: The proviso calls for involvement by the Department of Social and Health Services, Department of Veterans Affairs, and other public, non-profit and involved parties. The Center will comprehensively and proactively seek input from involved parties.

Process Design: The Center would consult with the Core Team (and others as needed) to clarify the project scope, confirm interview protocols, and develop an initial list of interviewees. The Center would use input from the agencies to identify and interview a balanced statewide cross-section of interested parties and individuals to capture the existing range of perspectives and relevant organizational attributes, articulate the key issues with each of the three subsections of the proviso. Interview questions will be designed to identify interests and opportunities as well as to inform critical questions and identify data needs, and a potential series of facilitated agreement-seeking meetings. Based on initial input from the Core Team, this scope of work anticipates the Center would conduct up to 50 interviews.

Assessment Interviews, Findings, Analysis and Report: The Center would conduct up to 50 interviews via telephone and/or in person to gather perspectives from identified participants, including the Core Team agencies. Participant interviews would be designed to last 30-60 minutes. Interview questions would encompass participants' visions, objectives, and priorities; catalogue interests; identify unique cultural barriers or perceptions of risk; identify dynamics among participants; identify data needs to complete the project; and elicit opportunities to assist in developing shared solutions that work for the involved parties. The report would identify key barriers and opportunities, analyze prospective options for enhancing collaboration (tools, processes, protocols). To encourage candor, the Center would develop an interview protocol in accordance with Washington State University guidelines for Human Subjects Research. Under that protocol, the Center would provide a list of interviewee names and affiliations, and share key themes emerging from those interviews, but would not attribute specific statements or findings. The Center would analyze and synthesize interview information and perspectives, and provide an assessment report with findings and recommendations.

- a. Project coordination meeting frequency;
 - b. Project decision structure;
 - c. Identified decision points and anticipated decision types;
 - d. Communication protocols;
 - e. Proactive public communication strategy; and
 - f. Media response protocols.
3. Preliminary list of interview participants, including reserved slots for additional participants identified during initial interviews.
 4. Amend contract as needed to reflect revised scope and budget.

Staffing:

- Darren Nichols, Project Manager
- Chris Page, Senior project lead
- Michael Kern, Center Director
- Cheryl Rajcich, Contract Manager

**Phase 2: Process Design and Interview Protocol
2016**

June

It is important to note that a “neutral facilitated process” is not the same as a “public process.” While a public process may be appropriate for some policy discussions, the process designed in this proposal specifically responds to the legislature’s request for a process appropriately designed and facilitated by a neutral third-party. The Center and the Core Team acknowledge that a neutrally facilitated process offers unique advantages in developing comprehensive policy recommendations that are acceptable to a wide range of interested parties. While the proposed process may include some of the elements in a more traditional public process, the proposed process is designed to ensure the best chance for success. It will be important to clarify specific project needs for neutrality and objectivity.

Deliverables:

1. Center will design a draft interview protocol and participant interview list.
 - a. Present draft interview protocol participant list for Core Team review and comment
2. Center will develop a final protocol and list of interview participants.
3. Interviews will be designed, conducted, and reported consistent with university human subject research protocols.

Staffing:

- Darren Nichols, Project Manager
- Chris Page, Senior Project Lead
- Amanda Murphy, Senior Project Lead
- Project Coordinator
- The Center may employ a graduate student intern to provide additional project support

**Phase 3: Situation Assessment
December 2016**

July through

NOTE: Phases 3 through 6 may be iterative in nature and will require the Core Team and the Center to evaluate and adjust as needed to meet the needs of the collaborative process, project management, and the proviso.

Phase 3 timing will depend to a large extent on the availability of interview participants. The Center would seek to schedule and conduct interviews within the shortest reasonable time frame in order to identify, select and contract with appropriate sub-contractors in a timely manner under Phase 4.

Deliverables:

1. Center will contact identified participants and schedule interviews.
2. Center will conduct interviews and catalogue interview responses.
3. Center will assess suggestions for contacting additional participants, and will conduct up to fifty interviews.
4. Center will analyze responses and collate into preliminary recommendations for carrying out Phases 4 and 5, including identified data and information needs, and a list of identified acceptable data and information providers.
5. Center will facilitate one meeting with Core Team to present preliminary findings, assessment observations, and process recommendations. The Center anticipates this meeting will be scheduled as soon as is reasonably possible once it has a sense for the positions and perceptions of the parties sufficient to consider additional project steps.
6. Center will work with Core Team to prepare and present a project status update to the Washington legislature outlining fulfillment of the proviso to date. This presentation is anticipated to be delivered either during the December 2016 pre-session legislative committee days or during the first few weeks of the 2017 regular legislative session.

Staffing:

- Darren Nichols, Project Manager
- Chris Page, Senior Project Lead
- Project Coordinator
- The Center may employ a graduate student intern to provide additional project support

DECISION POINT 3.1

Following the Phase 3 Situation Assessment and presentation of preliminary assessments and process recommendations, the Core Team and the Center will discuss data/information gaps and other needs identified in the situation assessment. The Core Team and the Center will also discuss potential sub-contractors identified as acceptable data and information providers.

Based on those discussions, the Core Team and the Center will likely need to review and refine the project work scope and budget to address project needs during subsequent phases.

DECISION POINT 3.2

Following the Phase 3 Assessment and decisions about the content and appropriate subcontractors to complete work under Phase 4, the Core Team and the Center will meet to discuss whether and how to present a project status update to the 2017 Legislature. This discussion will include a summary of the project to date and any anticipated requests to amend or extend the proviso and/or to amend the contract scope or budget. Some decision items may be ready by December 1; this decision point may not need to wait for the completion of all Phase 3 deliverables.

DECISION POINT 3.3

Following the Center's delivery of preliminary observations and recommendations, the Core Team and the Center will decide whether, how and when to deliver an interim status report to the 2017 Legislature. Status report may be delivered to Legislative Committee Days in early December 2016 or within the first few weeks of the session in January 2017.

Phase 4: Data Collection and Analyses June 2017

December 2016 through

NOTE: Phases 3 through 6 may be iterative in nature and will require the Core Team and the Center to evaluate and adjust as needed to meet the needs of the collaborative process, project management, and the proviso. Portions of Phase 4 may begin prior to December 2016 if data need is apparent early and a long lead time in data collection is identified.

The Center would rely on information and responses in the Situation Assessment and the Decision Point above to identify acceptable subcontractors to conduct identified data gathering, research and analysis. The Center would work with Core Team to develop separate work scopes to meet identified data and information needs and to select one or more providers to fulfill that work. The Center would then contract with one or more subcontractors and oversee completion of the data collection, research and analyses under subcontract, consistent with the expectations of the proviso and findings raised in the Situation Assessment.

Deliverables:

1. Center will facilitate one meeting with the Core Team to identify one or more appropriate subcontractors to complete the Data Gathering and Analysis identified in Phase 3.
2. Center will develop an appropriate process for soliciting, selecting and subcontracting with one or more subcontractors to complete the work identified in the decision point above.
3. Center will select, subcontract with, oversee, manage and be fully responsible for the performance of any subcontractors and contracts under this Phase.

4. Center will coordinate with Core Team as needed to ensure that Phase 4: Data Collection and Analyses deliverables are produced on time and within budget.

Staffing:

- Darren Nichols, Project Manager
- Cheryl Rajcich, Contract Manager
- Project Coordinator

DECISION POINT 4.1

Following the Phase 3 Situation Assessment and as soon as possible up to or during the Phase 4 Data Collection and Analysis, the Core Team and the Center will discuss the outcomes of those two phases to decide whether and how to structure a possible Phase 5, outlined below. Based on those project decisions, the Core Team and the Center will likely need to review the project work scope and refine to address project needs during subsequent phases.

DECISION POINT 4.2

Following the Phase 3 Situation Assessment and as soon as reasonably possible during the Phase 4 Data Collection and Analysis, the Core Team and the Center will jointly review project process with the expectations of the proviso, timeline and budget. Based on that joint review, the Core Team and Center may need to refine the work scope, budget or reserve funds as needed. This decision point is intended to ensure that the project follows and fulfills the expectations of the legislative proviso.

Phase 5 (Conditional): Facilitated Participant Discussions January through September 2017

NOTE: Phases 3 through 6 may be iterative in nature and will require the Core Team and the Center to evaluate and adjust as needed to meet the needs of the collaborative process, project management, and the proviso.

Phase 5 is conditioned on participant feedback from Phase 3. If it appears that a series of facilitated meetings or discussions with key participants would help to develop the policy recommendations anticipated in the proviso, and on the condition that the Center is an acceptable convener for those facilitated meetings and discussions, the Center anticipates the need for the following deliverables.

Deliverables:

1. Based on the Decision Point above, Center staff would design, schedule and conduct facilitated discussions among project participants. Any in-person meetings, if appropriate, would be designed to incorporate and reflect information and responses received in the Situation Assessment and subsequent Data Collection and Analysis phases.

2. Center would capture key questions, action items, decisions, recommendations and next steps from each meeting and would provide a detailed meeting summary to the Core Team and to meeting participants.

Staffing:

- Darren Nichols, Project Manager
- Chris Page, Senior Project Lead
- Amanda Murphy, Senior Project Lead
- Project Coordinator
- The Center may employ a graduate student intern to provide additional project support

DECISION POINT 5.1

Funding under the proviso may be expended within the current biennium before June 30, 2017 or within the 2017-2019 biennium between June 30, 2017 and December 1, 2017. Phases 1 through 5 are anticipated to be complete by June 30, 2017 within the 2015-2017 biennium. The Core Team and the Center recognize, however, that the timing of some deliverables may extend into the 2017-2019 biennium pending the results of decision points outlined above. Following Phases 1 - 5, the Core Team and the Center will discuss the outcomes of those phases and compare the outcomes with the objectives of the proviso. Based on the outcomes and deliverables to date, the Core Team and the Center will decide whether and how to amend the contract to address any remaining work (if needed) and to coordinate activities of the Core Team, and participant groups formed during the process and the Center between June 30 and December 1, 2017.

DECISION POINT 5.2

Following the Phase 3 Situation Assessment, Phase 4 Data Collection and Analysis, and potential Phase 5 Facilitated Participant Discussions, the Core Team and the Center will discuss the outcomes of those phases. Based on the outcomes, the Core Team and the Center will decide whether and how to structure a report with observations, options and recommendations for presentation to the legislative assembly and/or legislative committees. The Center and the Core Team will also decide who should deliver the presentation; presenters may include project participants, agency staff, legislators, and Center staff. Based on those project decisions, the Core Team and the Center will likely need to review the project work scope and refine to address final project needs and any needed subsequent phases.

Phase 6: Coordination and Presentation of Recommendations October to December 1, 2017

NOTE: Phases 3 through 6 may be iterative in nature and will require the Core Team and the Center to evaluate and adjust as needed to meet the needs of the collaborative process, project management, and the proviso.

The proviso calls for a report and recommendations to be presented to the Washington Legislature by December 1, 2017. Input and information gathered in Phases 1 through 5 will inform the selection of appropriate content, format and presenters.

Deliverables:

1. Center staff will coordinate the development of a report containing agreed-upon policy options and process recommendations from the Situation Assessment, Data Collection and Analysis, and potential Facilitated Participant Discussions or other project meetings.
2. Center will deliver or coordinate the delivery of, a final report as well as any reports or materials produced from any collaborative group formed under this project. Center will present the report to the legislative assembly and/or the relevant legislative committee(s) as directed in the proviso and as the Center and the Core Team find may be advised by findings and recommendations in the report.

Staffing:

- Darren Nichols, Project Manager
- Chris Page, Senior Project Lead
- Project Coordinator
- Michael Kern, Director

ATTACHMENT B – BUDGET
OROS # 128986
Parks # IA 517-128

Phase 1: Work Scope Refinement

<u>Staff</u>	<u>Project Role</u>	<u>Work Responsibilities</u>	<u># Hours</u>	<u>Rate</u>	<u>Total</u>
Nichols, Darren			18	\$ 64	\$ 1,153.00
Page, Chris			12	\$ 44	\$ 524.00
Kern, Michael			9	\$ 81	\$ 704.00
Rajcich, Cheryl			9	\$ 44	\$ 383.00
Stenovec, Molly			0		\$ -
Fielding, Autumn			0		\$ -
Subtotal			47		\$ 2,764.00
<i>Overhead</i>				26%	\$ 718.64
Total Phase: 1					\$ 3,482.64

Phase 2: Develop Interview Protocol

<u>Staff</u>	<u>Project Role</u>	<u>Work Responsibilities</u>	<u># Hours</u>	<u>Rate</u>	<u>Total</u>
Nichols, Darren			14	\$ 64	\$ 896.00
Page, Chris			8	\$ 44	\$ 350.00
Kern, Michael			9	\$ 81	\$ 704.00
Rajcich, Cheryl			9	\$ 44	\$ 383.00
Stenovec, Molly			0		\$ -
Fielding, Autumn			0		\$ -
Subtotal			39		\$ 2,333.00
<i>Overhead</i>				26%	\$ 606.58
Total Phase: 2					\$ 2,939.58

Phase 3: Interviews (50)

<u>Staff</u>	<u>Project Role</u>	<u>Work Responsibilities</u>	<u># Hours</u>	<u>Rate</u>	<u>Total</u>
Nichols, Darren			230	\$ 65	\$ 14,849.00
Page, Chris			90	\$ 44	\$ 3,971.00
Kern, Michael			26	\$ 81	\$ 2,112.00
Rajcich, Cheryl			26	\$ 44	\$ 1,146.50
Stenovec, Molly			0	\$ -	\$ -
Fielding, Autumn			168	\$ 35	\$ 5,924.00
Subtotal			540		\$ 28,002.50
<i>Overhead</i>				26%	\$ 7,280.65
Total Phase: 3					\$ 35,283.15

Phase 4: Fact Finding and Oversight

<u>Staff</u>	<u>Project Role</u>	<u>Work Responsibilities</u>	<u># Hours</u>	<u>Rate</u>	<u>Total</u>
Nichols, Darren			104	\$ 64	\$ 6,720.00
Page, Chris			10	\$ 46	\$ 456.00
Kern, Michael			26	\$ 81	\$ 2,111.00
Rajcich, Cheryl			26	\$ 44	\$ 1,146.50
Stenovec, Molly			100	\$ 28	\$ 2,816.00
Fielding, Autumn			100	\$ 35	\$ 3,526.00
Fact Finding Sub Contracts					\$ 100,000.00
Subtotal			366		\$ 116,775.50
<i>Overhead (includes first \$25K of each subcontract)</i>				26%	\$ 17,361.63
Total Phase: 4					\$ 134,137.13

Phase 5: Stakeholder Facilitation (if needed)

<u>Staff</u>	<u>Project Role</u>	<u>Work Responsibilities</u>	<u># Hours</u>	<u>Rate</u>	<u>Total</u>
Nichols, Darren			180	\$ 64	\$ 11,624.00
Page, Chris			90	\$ 44	\$ 3,971.00
Kern, Michael			26	\$ 81	\$ 2,112.00
Rajcich, Cheryl			26	\$ 44	\$ 1,146.50
Stenovec, Molly			180	\$ 28	\$ 5,075.00
Fielding, Autumn			90	\$ 35	\$ 3,173.00
Subtotal					\$ 27,101.50
<i>Overhead</i>				26%	\$ 7,046.39
Total Phase: 5					\$ 34,147.89

Phase 6: Legislative Presentation

<u>Staff</u>	<u>Project Role</u>	<u>Work Responsibilities</u>	<u># Hours</u>	<u>Rate</u>	<u>Total</u>
Nichols, Darren			80	\$ 64	\$ 5,151.00
Page, Chris			40	\$ 44	\$ 1,750.00
Kern, Michael			9	\$ 81	\$ 704.00
Rajcich, Cheryl			9	\$ 44	\$ 383.00
Stenovec, Molly			20	\$ 28	\$ 562.00
Fielding, Autumn			0		\$ -
Subtotal					\$ 8,550.00
<i>Overhead</i>				26%	\$ 2,223.00
Total Phase: 6					\$ 10,773.00

Across all Phases: Unanticipated Costs

<u>Staff</u>	<u>Project Role</u>	<u>Work Responsibilities</u>	<u># Hours</u>	<u>Rate</u>	<u>Total</u>
Goods/Services					\$ 23,204.00
Subtotal					\$ 23,204.00
<i>Overhead</i>				26%	\$ 6,033.04
Total					\$ 29,237.04

TOTAL						
<u>Staff</u>	<u>Project Role</u>	<u>Work Responsibilities</u>	<u># Hours</u>	<u>Rate</u>	<u>Total</u>	
Nichols, Darren			626	\$ 65	\$	40,393.00
Page, Chris			250	\$ 44	\$	11,023.00
Kern, Michael			104	\$ 81	\$	8,447.00
Rajcich, Cheryl			104	\$ 44	\$	4,586.50
Stenovec, Molly			300	\$ 28	\$	8,453.50
Fielding, Autumn			358	\$ 35	\$	12,623.00
Goods/Services					\$	23,204.00
Subcontracts					\$	100,000.00
Subtotal			1742		\$	208,730.00
<i>Overhead</i>					26%	\$ 41,270
Total All Phases					\$	250,000