

AGREEMENT

Whereas, the Congress of the United States has passed the "Forest Resources Conservation and Shortage Relief Act of 1990" (Federal Legislation) imposing log export restrictions on Washington State-owned trust lands including certain state forest board lands held in trust for the benefit of the counties; and

Whereas, the Federal Legislation has the effect of substantially devaluing trust assets and reducing revenues to the trust beneficiaries; and

Whereas, the Department of Natural Resources (Department) is an agency of the State of Washington created by chapter 43.30 RCW consisting of the Board of Natural Resources, the Commissioner of Public Lands and the supervisor;

Whereas, the state Board of Natural Resources on September 4, 1990 passed a resolution determining it to be in the best interests of the Forest Board Trust to challenge the legality of the Federal Legislation and authorized such a legal action and expenditures from the Forest Development Account to support such action; and

Whereas, the Department has a duty to protect and preserve the trust assets for the Forest Board Trust beneficiaries; and

RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT

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Whereas, the Department believes this litigation is indispensable to the proper administration of the trust and that the issues involved are neither immaterial nor trifling;

Whereas, Skamania County is a county of the State of Washington and a beneficiary of the Forest Board Trust and has developed special expertise in the nature of the Forest Board Trust through its involvement in County of Skamania v. State, 102 Wn.2d 127, 685 P.2d 576 (1984); and

Whereas, Skamania County has retained Davis Wright Tremaine, a private law firm which successfully represented the counties as beneficiaries in Skamania, has developed specialized expertise and knowledge in the subject matter of this litigation, and has gained the trust and confidence of affected counties and prosecuting attorneys; and

Whereas, Skamania County is willing and situated to oversee and administer a contract between the participating counties and Davis Wright Tremaine pursuant to the terms of this agreement;

Now, Therefore, for the foregoing reasons and the mutual advantages of the parties, the Department of Natural Resources as principal and Skamania County as agent, enter into this agreement, and it is mutually agreed as follows:

1. DURATION. The duration of this contract shall be one year, commencing with the effective date of final signature, unless extended by mutual agreement of the parties.
2. Funding. The Department will provide up to \$50,000 from the Forest Development Account for the purpose of supporting the legal fees and costs associated with an action challenging the federal log export litigation commenced on behalf of the forest board counties.
3. Contingent Agreement. This agreement is contingent upon the participating forest board counties entering into an enforceable agreement with Davis Wright Tremaine for the provision of legal services incident to this litigation. The Department reserves the right to review and approve the essential terms and conditions of said agreement, and in particular with respect to the rate and method of compensation. Such agreement will limit expenditures to the authorized hourly fee, approved financial ceilings in the contract, and such other expert witness and support costs reasonably necessary to pursue this litigation.
4. Payment. Skamania County agrees to administer the contract between participating counties and Davis Wright

Tremaine. This administration will include insuring the conduct of parties or counsel is not vexatious or litigious and that no unnecessary delay or expense is incurred. Skamania County agrees to submit vouchers to the Department for payment, which shall be reviewed and approved by Skamania County pursuant to the terms of the counties' agreement with Davis Wright Tremaine. The Department will verify the appropriateness of charges and remit payment to Skamania County. Skamania County will be responsible for making payment to Davis Wright Tremaine and advising the affected counties of payment and all other matters pertaining to contract administration.

5. Project Coordinators. The project coordinator of this contract for Skamania County will be:

Robert Leick
 Prosecuting Attorney
 P.O. Box 790
 Stevenson, WA 98648

and for the Department of Natural Resources:

Art Stearns
 Department Supervisor
 201 John A. Cherberg Building, QW-21
 Olympia, WA 98504

Copies of all official correspondence, reports, billings and other notices under this contract shall be sent to the contract administrators at the above address.

6. Termination. The Department or Skamania County may terminate this contract upon thirty (30) days' advance written notice. Upon termination, the Department may, at its election, retain all materials and analysis completed to that date, which shall be the property of the Department. The Department shall make a fair and reasonable payment to Skamania County based on work done at the time of termination. In no event will payment be made for work performed or expenses incurred following the effective date of termination.

7. Assignability. This agreement is not assignable in whole or in part without the written consent of the Department.

8. Non-Discrimination. There shall be no discrimination against any person employed under this agreement, or against any applications for such employment because of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap.

9. Compliance With Law. The County shall comply with federal, state and local laws and regulations.
10. Jurisdiction/Venue. 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 Thurston County.
11. Entire Agreement. This agreement sets forth in full the entire agreement of the parties in relation to the subject matter thereof, and may be waived, changed, modified, or amended only by written agreement executed by both parties.

IN WITNESS WHEREOF, the Department of Natural Resources and Skamania County have executed this contract as of this 25th day of October, 1990.

FILED FOR RECORD
STATE OF WASH
BY DNR

DEC 5 10 36 AM '90

P. Lawry
GARY H. OLSON

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

By James H. Stearns
Title Superintendent

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SKAMANIA COUNTY

By Kaye Mares
Title Chairman, Board of Commissioners

Approved as to form only
this 10th day of October,
1990.

P. M. H. S. O. D.
Assistant Attorney General

ATTEST

Gary M. Olson
Sk. Co. Auditor and Ex-Officio
Clerk of the Board



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