INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is made between Pacific County, a municipal corporation, hereinafter referred to as the "COUNTY" and **Pacific Conservation District**, a political subdivision of the State of Washington, hereinafter referred to as the "DISTRICT".

WHEREAS, in accordance with RCW 89.08.341 any government agency of the state and any local political subdivision of the state is authorized to make arrangements with any district through contract, wherever it believes that such arrangements will promote administrative efficiency or economy; and

WHEREAS, any local agency or political subdivision of the state is authorized, within the limits of funds available to it, to contribute funds, equipment, property or services to any district; and to collaborate with a district in jointly planning, constructing, financing or operating any work or activity provided for in such arrangements; now, therefore

IN CONSIDERATION OF the terms, conditions, covenants, and performances described herein, the parties hereto **HEREBY AGREE AS FOLLOWS:**

I. SERVICES TO BE PROVIDED BY THE DISTRICT

The DISTRICT shall perform such services and accomplish such tasks as are necessary to develop and implement programs that will get the best resource conservation management practices with assistance and funding from the COUNTY. Such services include, but are not limited to educating and assisting the public and landowners to improve the management of their property and natural resources.

The DISTRICT shall keep the state and Pacific County fully informed concerning the status and progress of the preparation of their resource conservation programs and plans.

II. SERVICES AND FUNDING TO BE PROVIDED BY THE COUNTY

The COUNTY shall perform such services and accomplish such tasks and shall provide funding as set forth hereinafter, as necessary to assist the DISTRICT described hereinabove.

III. DURATION OF AGREEMENT

The terms of this Agreement and the performance of the parties shall be deemed to have commenced as of the 1st day of January, 2014 and will terminate on the 31st day of December, 2014. This Agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

IV. FUNDING

The COUNTY shall provide funding to the DISTRICT as follows:

General Statutory Operations Funding: The COUNTY shall provide the sum of $10,000 to assist the DISTRICT in continuing its operations, as mandated by law. The funding set forth herein shall be provided to the DISTRICT and paid in one installment of $10,000. Payment will be processed following the approval of the contract by all parties.

V. REPORTING REQUIREMENTS

The DISTRICT shall prepare and submit reports at least annually or as required by the COUNTY.

VI. ESTABLISHMENT AND MAINTENANCE OF RECORDS

In addition to the books, records, and files required to be maintained by the DISTRICT as set forth above, the DISTRICT agrees to maintain books, records, and documents, and to employ accounting procedures and practices, which accurately reflect all direct and indirect costs related to the performance of this Agreement. The DISTRICT shall retain all books, records, documents, and other materials relevant to this Agreement three (3) years after its expiration or termination for any reason.

The DISTRICT agrees that the COUNTY or its designee shall have full access and right to examine any of said books, documents, and other materials at all reasonable times during said period.

VII. COMPLIANCE WITH LAWS

The DISTRICT, in performance of this Agreement, agrees to comply with all applicable local, state, and federal laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, licensing of individuals and any other standards or criteria as described in the Agreement to assure quality of services.

VIII. SAVINGS AND SEVERABILITY

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severable and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

IX. INDEMNIFICATION/HOLD HARMLESS

Each of the parties agrees to indemnify and hold the other harmless from and against any and all loss and damage, and any and all claims, demands, suits, liabilities, and payments, including cost of defense arising in whole or in part of, out of the negligent act or omission of an indemnitor, its officers, employees, agents or subcontractors, or the negligent act or omission of any person for which an indemnitor or subcontractor is held liable.

However, if any losses, damages, claims, demands, suits, liabilities, and payments, including cost of defense, arise out of or result from the concurrent negligence of (a) the COUNTY, its officers,

employees, agents, or subcontractors, or any other person for which the COUNTY is held liable, and (b) the RECIPIENT, its offices, employees, agents, subcontractors or any other person for which the RECIPIENT is held liable, this indemnity provision shall be valid and enforceable only to the extent of the negligence of any indemnitor's officers, employees, agents, subcontractors, or any other person for which an indemnitor is held liable.

X. INSURANCE

The RECIPIENT shall maintain and upon request of the COUNTY provide proof of occurrence based general business professional liability insurance in the amount of a minimum of $1,000,000 or greater per occurrence for the term of the CONTRACT. The RECIPIENT agrees that its general business professional liability insurance shall be primary to the COUNTY's in the event that a claim or suit for damages is brought against both the RECIPIENT and COUNTY.

XI. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2014.

PACIFIC CONSERVATION DISTRICT

_____
Chair

_____
Secretary/Treasurer

DATED:_____

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

_____
Steve Rogers, Chair

_____
Lisa Ayers, Commissioner

_____
Frank Wolfe, Commissioner

ATTEST:

_____
Marie Guernsey, Clerk of the Board