

**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 1<sup>st</sup> day of January, 2011 and will terminate on the 31<sup>st</sup> day of December, 2011. 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 many be 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

All services to be rendered or performed under this Agreement shall be performed or rendered entirely at the DISTRICT'S own risk and the DISTRICT expressly agrees to indemnify, defend, and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY which result from, arise out of, or are in any way connected with the services to be performed by the DISTRICT under this Agreement, and which result, in whole or in part, from the negligent act or omission of the DISTRICT, or any of its officers, agents, employees, sub-contractors, or otherwise.

X. 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 \_\_\_\_\_, 2011.

PACIFIC CONSERVATION DISTRICT

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Jon Kaino, Chair

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
Norman B. Cuffel, Commissioner

DATED: \_\_\_\_\_

\_\_\_\_\_  
Clay E. Harwood, Commissioner

ATTEST:

\_\_\_\_\_  
Kathy Noren, Clerk of the Board