

**INTERAGENCY AGREEMENT**  
**Between**  
**Pacific County**  
**and the**  
**Pacific Conservation District**

This agreement is by and between Pacific County, P.O. Box 68, South Bend, WA 98586 (hereinafter "the County") and the Pacific Conservation District, a municipal corporation of Washington State, P.O. Box 336, South Bend, WA 98586 (Tax ID # 91-1537018) (hereinafter "the District").

In this Agreement, the party who is contracting to receive services shall be referred to as "the County" and the party who will be providing the services shall be referred to as "the District."

The District was established in 1948 to implement natural resource conservation practices within the boundaries of the District. The County desires to have professional services provided by the District. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** The County has contracted with the Washington Conservation Commission for the planning and development of a Voluntary Stewardship Program (VSP). The County would like to contract with the District to perform the following services described in Exhibit A.
2. **PAYMENT.** The County agrees to reimburse the District for eligible costs not to exceed \$20,000 to perform the services described in Exhibit A from the time period of May 1, 2016, through June 30, 2017. The payment requests shall be submitted monthly by the 10<sup>th</sup> and include all necessary documentation to support the payment request, including but not limited to: timesheets, composite rate sheets, mileage logs, documentation of outreach, etc. The County shall reimburse the District within two (2) weeks of a complete payment request submittal.

The rate calculated by using the Washington State Conservation Commission VSP Billing Composite Rate shall be used when calculating hourly rates for personnel.

3. **TERM/TERMINATION.** This Agreement shall be retroactive to May 1, 2016, and shall terminate on June 30, 2017. Either party may terminate the Agreement at any time. The party terminating the agreement shall provide written notice to the other party at least 30 days prior to termination as per the requirements within Section 6. Notices.
4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the District is an independent contractor with respect to the County and is not an employee of the County. The County will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the District.
5. **ASSIGNMENT.** The District's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.
6. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or delivered via United States Postal mail, certified with postage prepaid to the party representing the County and District at the following address:

The District: Mike Nordin  
Pacific Conservation District  
P.O. Box 336  
South Bend, WA 98586

The County: Faith Taylor-Eldred  
Pacific County  
Dept of Community Development  
P.O. Box 68  
South Bend, WA 98586

Address changes by either party must be provided by written notice to the other in the manner set forth above.

7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This Agreement supersedes any prior written and/or oral agreements between the parties.
8. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
9. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
10. **PUBLIC RECORDS ACT.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the District are needed for the County to respond to a request under the Act, as determined by the County, the District agrees to make them promptly available to the County. If the District considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the District shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the District and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the District (a) of the request and (b) of the date that such information will be released to the requester unless the District obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the District fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the District to claim any exemption from disclosure under the Act. The County shall not be liable to the District for releasing records not clearly identified by the District as confidential or proprietary. The County shall not be liable to the District for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction. The District shall, to the maximum extent permissible by law, hold harmless and indemnify the County against any third-party claims for the release of records that the District did not seek a restraining order or otherwise seek to protect disclosure of confidential or privileged records.

11. **OWNERSHIP.** Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the District or the District's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the District uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the District and is not "work made for hire" within the terms of this Agreement.
12. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
13. **VENUE.** In the event either party files a lawsuit to enforce the provisions of this Contract, the prevailing party shall be entitled to costs of suit, court costs, and reasonable attorney fees. Any lawsuit pertaining to this Contract shall be filed in the Pacific County Superior Court.

**14. INSURANCE.** Without limiting the District's indemnification of County, and prior to commencement of this Contract, the District shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the Count.

**General Liability Insurance.** The District shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

**Professional Liability (Errors & Omissions) Insurance.** The District shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and the District agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

**Workers' Compensation Insurance.** The District shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

**Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against the County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow the District or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The District hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The District must name the Count as an additional insured. The District agrees that its liability insurance shall be primary and non-contributory to the County's and that the District's liability insurance policy shall so state.

**15. APPLICABLE LAW.** The laws of the State of Washington shall govern this Agreement. This contract shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ 2016.

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
FRANK WOLFE, CHAIRMAN

\_\_\_\_\_  
LISA AYERS, COMMISSIONER

\_\_\_\_\_  
STEVE ROGERS, COMMISSIONER

ATTEST:

\_\_\_\_\_  
MARIE GUERNSEY  
CLERK OF THE BOARD

PACIFIC CONSERVATION BOARD

Mark Ashley  
CHAIR

06/01/16  
DATE

\_\_\_\_\_  
DATE

Exhibit A  
Scope of Work

- Assist the County with selection, creation, and education of the Working Group
- Assist County and TWC in developing and dispersing outreach materials
- Reach out to individual stakeholders through phone, email, and in-person communication to ensure public engagement in the VSP; coordinate and facilitate small regional stakeholder meetings as appropriate
- Provide technical guidance to Working Group: Two staff to attend each of 12 monthly Working Group meetings
- Perform technical review of documents and supporting materials
- Provide written content as needed to support Work Plan development

**Total Budget: \$20,000**