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 received a lead entity operational grant (Grant Project No. 13-1377P) from the Washington State Recreation and Conservation Office. The purpose of this grant is to compensate Pacific County for the cost of administering and operating the Washington State Salmon Recovery Funding Board lead entity salmonid habitat restoration process in Water Resource Inventory Area (WRIA) No. 24. The District shall be responsible for completing the project deliverables as specified in the Lead Entity Scope of Work Deliverables of the lead entity operational grant No. 13-1377P (attached) to the satisfaction of the County, and the Washington State Recreation and Conservation Office. The tasks are further delineated herein:

2. **PAYMENT.** The County agrees to reimburse the District for costs in support of accomplishing the above tasks in an amount not to exceed $47,500 to perform the services from the time period of July 1, 2013 through June 30, 2014. The Pacific Conservation District shall submit by the 10th of each month vouchers for the past month's services. Payments will include professional services, benefits, and administrative costs. The County will be charging the District for all administrative costs pertaining to this project. The County will invoice the District at the end of each month. The total amount, not to exceed 10%, will be deducted from the monthly payment that the District invoices the County.

3. **TERM/TERMINATION.** This Agreement shall be effective July 1, 2013 and shall terminate automatically on June 30, 2014, unless extended by mutual agreement. 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 deposited in the United States mail, postage prepaid to the party representing the County and Center 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, Department 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 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. **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.

11. **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.

12. **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 WHEROF the **parties hereto have caused this Agreement to be executed This _____ day of _____ 2013.**

Board of County Commissioners

_____
Lisa Ayers, Chair

_____
Steve Rogers, Commissioner

_____
Frank Wolfe, Commissioner

ATTEST:

_____
Marie Guernsey, Clerk of the Board

APPROVED AS TO FORM:

_____
David Burke, Prosecuting Attorney

Pacific County Conservation District

Mark Ashley
Chairman