INTERAGENCY AGREEMENT
Between
Pacific County
and the
Pacific Conservation District (MRC 2019-2021)

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 entered into Interagency Agreement number 19-14173 with the Washington State Department of Fish and Wildlife (WDFW). The purpose of this agreement is to compensate Pacific County for the cost of administering and operating the Pacific County Marine Resources Committee. The District shall be responsible for completing the project deliverables as specified in Attachment C of the Interagency Agreement to the satisfaction of the County and WDFW.

The District shall:
- Complete the scope of work and project deliverables by the deadlines as described within Attachment C. Should it not be possible to meet the deadlines, the District shall notify the County and WDFW prior to the due date and propose a revised deadline.
- Submit a complete voucher packet by the 10th day following the end of the quarter, including all supporting documents and original signatures, as necessary.
- Communicate with the County and WDFW if an amendment to the scope of work needs to be completed.
- Respond promptly to any communication from the County.

The County shall:
- Audit the voucher packet and submit the payment request to WDFW within seven (7) days from receipt of a complete packet. If the County is unable to approve the vouchers without additional clarification from the District, that time shall not count against the seven (7) day period, provided a timely request is made to the District for additional information.
- Authorize the payment to Conservation District within two days of receipt of the funds from WDFW. Checks will be sent at the next available Pacific County Accounts Payable date.
- Notify the District of any alterations to the expected payment, scope of work, or budget.
- Respond promptly to any communication from the District.

2. PAYMENT. The County agrees to reimburse the District for eligible costs not to exceed $80,148 to perform the services from the time period of July 1, 2019, through June 30, 2021. Eligible costs include: professional services, benefits, and administrative costs. The County can charge the District for all administrative costs pertaining to this project and if so, will invoice the District at the end of each month.

The total amount paid by the County to the District shall not exceed the amount the County receives from WDFW, minus the County’s administrative costs, if applicable. If a payment to the District exceeds the amount received by the County, the next payment will reflect the deduction.
3. **TERM/TERMINATION.** This Agreement shall be retroactive to July 1, 2019, and shall terminate automatically on June 30, 2021, 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 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:** Tim Crose  
     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 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. The ownership of 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 under this Agreement shall be as described in WDFW Agreement 19-14173, Attachment A – General Terms and Conditions, Rights in Data.

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 ________ 2020.

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

______________________________
FRANK WOLFE, CHAIR

______________________________
LISA OLSEN, COMMISSIONER

______________________________
MICHAEL RUNYON, COMMISSIONER

ATTEST:

______________________________
MARIE GUERNSEY, CLERK OF THE BOARD

PACIFIC CONSERVATION BOARD

______________________________
CHAIR

______________________________
DATE

______________________________
DATE