INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
GRAYS HARBOR COUNTY

AGREEMENT# IA 113-072

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and Grays Harbor County, hereinafter referred to as the "COUNTY".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the COUNTY can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The COUNTY shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in the below scope of work:

1. The gap road maintenance shall be defined as that section of road providing beach access between the November 11, 1889, line or ordinary high tide or westerly from the last point of development or private access, whichever is furthermost west and the existing high tide line as is now or may be.

2. The County shall continue to maintain all Pacific Ocean beach gap roads at the expense of the County. The State, subject to the availability of State funds, shall reimburse the County for County maintenance during the fiscal years of 2011-2012 and 2012-2013, ending June 30, 2013, for Pacific Ocean beach gap roads as follows:

   A. Grays Harbor County
      (1) Moclips
      (2) Annalyde Park
      (3) Copalis – Heath (when/if reopened by county)
      (4) Copalis - Benner Gap (when/if reopened by county)
      (5) Oyhut
      (6) Ocean City
      (7) Bonge
      (8) Grayland
      (9) County Line
      (10) Roosevelt Beach Access
      (11) Twin Harbors (when/if reopened by county)

3. The County shall issue use permits to the State prior to any expenditure of State funds. The use permits shall apply to the gap road areas lying, approximately, between the November 11, 1889 line of ordinary high tide and the U.S. Coast and Geodetic Survey

mean high tide line. The use permit is attached and made part of this agreement as Exhibit "A".

4. The County shall designate which gap roads shall be maintained for twelve (12) months and which for six (6) months.

5. The State shall post the Pacific Ocean beach gap roads with the necessary signs, covering with regulations of the State as are now in effect.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by PARKS, and be completed on June 30, 2013, unless terminated sooner as provided herein. Agreement shall automatically expire on June 30, 2013, unless otherwise extended by amendment.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Eighty Thousand, and No/100ths Dollars ($80,000.00)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based in accordance with the following terms:

Reimbursement for fiscal year 2011-2012 shall be $5000.00 per Gap Road Maintained $40,000.00 and for the fiscal year 2012-2013, $40,000.00, for a total biennium expenditure of $80,000.00. In the event that the Twin Harbors, Copalis – Benner Gap, and Copalis-Heath roads are reopened by the County, reimbursement for these accesses will increase the amount reimbursed to the county.

BILLING PROCEDURE

The COUNTY shall submit invoices no more often than monthly. Payment to the COUNTY for approved and completed work will be made by warrant or account transfer by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the state of Washington. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

INDEMNIFICATION

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board

in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. applicable state and federal statutes and rules;

b. statement of work; and

c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for COUNTY is: Russ Esses, County Engineer, Grays Harbor County – Department of Public Works, 100 West Broadway, Suite 31, Montesano, WA, 98563-3614, telephone (360) 249-4222, and e-mail address: pwd@co.grays-harbor.wa.

The Project Representative for PARKS is: Lynn Nordloh, Maintenance & Preservation Manager, Washington State Parks and Recreation Commission, 1111 Israel Road SW, PO Box 42650, Olympia, WA, 98504-2650, telephone (360) 725-9778, and e-mail address: lynn.nordloh@parks.wa.gov.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State Parks and Recreation Commission	**Grays Harbor County Department of Public Works**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved As To Form:
William Van Hook
Asst. Attorney General
02/20/07

Exhibit "A"
Use Permit

WHEREAS, Grays Harbor County, hereinafter referred to as the "County," hereinafter referred to as the "Commission," have entered into an agreement for the maintenance of the ocean beach gap roads owned by the County, and

WHEREAS, said agreement provides that the maintenance shall be performed by the County through financial aid from the Commission, and

WHEREAS, said agreement further provides that prior to expenditure of State funds the County shall issue use permits to the Commission for all gap roads included under the agreement.

NOW THEREFORE, the County, acting through its Board of Commissioners, does hereby grant to the Commission, for and in consideration of mutual benefits, the right to use for public access purposes all that part of the following named ocean beach gap roads lying between the line of ordinary high tide as it existed on November 11, 1889, or westerly of the last point of development or private access, whichever is furthest west, and the existing line of ordinary high tide as it is now or may hereafter be located:

(1) Moclips
(2) Annalyde
(3) Copalis - Heath
(4) Copalis - Benner Gap (when/if reopened by county)
(5) Oyhut
(6) Ocean City
(7) Bonge
(8) Grayland
(9) County Line
(10) Roosevelt Beach Access (when/if reopened by county)
(11) Twin Harbors (when/if reopened by county)

The term of this permit is to run concurrently with the term of the maintenance agreement and shall expire automatically upon expiration of the agreement.

This permit shall also be automatically renewed or extended upon renewal or extension of the maintenance agreement but may be modified and/or abridged to suit new conditions and circumstances.

WITNESS our hands and the official seal of our office this _____ day of _____, 2011.

GRAYS HARBOR BOARD OF COMMISSIONERS

_____

STATE OF WASHINGTON)
)ss
COUNTY OF GRAYS HARBOR)

THIS IS TO CERTIFY: That on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____ _____, to me personally known to be the Board of County Commissioners of Grays Harbor County, State of Washington, who executed the foregoing instrument and acknowledged to me that they signed and sealed the same as the free and voluntary act and deed, and on oath stated they were authorized to execute said instrument and that the seal affixed is the seal of said county.

WITNESS my hand and official seal the day and year in this certificate first above written.

_____
Notary Public in and for the State of Washington,

residing at _____