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06/24/08

County # 188-08-002

INTERAGENCY AGREEMENT BETWEEN  
THE  
WASHINGTON DEPARTMENT OF FISH & WILDLIFE and CLALLAM COUNTY  
RELATING TO USE OF SHARED STORAGE FACILITY

THIS AGREEMENT, made pursuant to RCW 39.34, and the authority set forth in RCW 10.93, is entered into this 24<sup>th</sup> day of June, 2008, by and between the Washington Department of Fish & Wildlife, a municipal corporation of the State of Washington (hereinafter referred to as "WDFW") and Clallam County, a political subdivision of the State of Washington (hereinafter referred to as "County").

THE PURPOSE OF THIS AGREEMENT IS TO memorialize the terms under which the County will sublet a portion of a leased hanger for the purpose of co-locating boating equipment and supplies with WDFW.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

SCOPE OF WORK

The County Sheriff's has leased a 2,750 square foot facility and each party will occupy 50%. The County will be the primary renter at a monthly lease rate of \$500. WDFW will sublet from the County at a rate of \$250 per month. The utilities will be billed to WDFW by the Clallam County Sheriff's Office on a quarterly basis at a rate of 50% of the actual expense.

INDEMNIFICATION

Each party will defend, indemnify and hold harmless the other for liability stemming from its own intentional and/or negligent acts and/or omissions, but not those of the other, or based on claims arising out of the terms of this agreement.

DURATION

This Agreement shall be effective on the 1st of July, 2008, and said Agreement shall be in effect for a period of one (1) year, with an automatic renewal for up to four (4) additional one (1) year terms.

CONTACT PERSONS

The WDFW and the County will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise designated in writing, the WDFW contact person will be the WDFW Facilities Planner. The County contact person will be the Sheriff Office Chief Civil Deputy.

COMPENSATION

The WDFW has appropriated that public funds be expended to meet this storage need. The source of funds is the WDFW budget. Funds for payment of services to be rendered

under this agreement will be available for this purpose. The County will not be obligated to perform services, for which timely payment is not received.

WDFW will provide a Payment Authorization Form releasing the County from the need to send a monthly invoice. Payment will be submitted to the County automatically once a month as per the Agreement amount.

The Sheriff's Office will submit a quarterly invoice to WDFW for half of the prior three (3) month incurred utilities cost as per this Agreement. Upon receipt of the monthly invoice, WDFW will remit payment to Clallam County within 30 business days.

#### AGREEMENT ALTERATIONS AND AMENDMENTS

The WDFW and the County may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the WDFW and the County.

#### TERMINATION

Except as otherwise provided for in this agreement, either party may terminate this agreement upon thirty (30) days written notice. If this agreement is so terminated, the terminating party 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. In the event of termination, the parties agree that any property acquired in connection with this agreement shall remain the property of the party who purchased the property.

#### DISPUTE RESOLUTION

In the event that a dispute arises under this agreement, it shall be determined in the following manner:

The WDFW shall appoint a member to the Dispute Board. The County will appoint a member to the Dispute Board. The WDFW and the County will jointly appoint a member to the Dispute Board. In the event the WDFW and County are not able to jointly agree on a third member to serve on the Dispute Board, either party may petition the Superior Court for Clallam County to appoint a third member to the Dispute Board. The Dispute Board shall evaluate and adjudicate the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

#### SEVERABILITY

If any provision of this agreement or any provision of any law, rule, or document incorporated by reference into this agreement, shall be held invalid, such invalidity shall not affect the other provisions of this agreement which legally can be given effect without the invalid provision. To this end, the provisions of this agreement are declared to be severable.

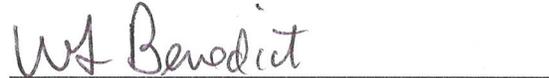
COMPLETE EXPRESSION

This agreement, and any written attachments or amendments thereto, constitutes the complete agreement of the parties and any oral representations or understandings not incorporated herein are excluded.

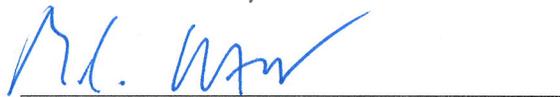
ALL WRITINGS CONTAINED HEREIN

IN WITNESS WHEREOF, the Washington Department of Fish & Wildlife and Clallam County have signed this agreement as of the date and year written below.

  
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Julie J. Howard, Facilities Planner  
Washington Department of Fish &  
Wildlife  
Date: May 7, 2008

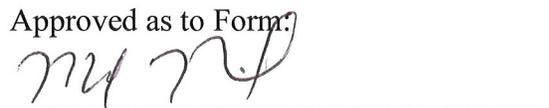
  
\_\_\_\_\_  
W. L. Benedict, Sheriff  
Clallam County Sheriff's Department  
Date: 6/25/08

Contractor Information:  
Washington Department of Fish &  
Wildlife

  
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Michael C. Chapman, Chair  
Clallam County Commissioners  
Date: 6/24/2008

Address:  
Engineering Division  
600 Capitol Way North  
Olympia, WA 98501

Contact Name:  
Phone: 360-902-2205  
Fax: 360-902-8367  
Email: [howarjjh@dfw.wa.gov](mailto:howarjjh@dfw.wa.gov)

Approved as to Form:  
  
\_\_\_\_\_  
Mark Nichols, Chief Deputy Prosecuting  
Attorney

Local Contact:  
Sgt. Phil Henry  
WDFW Enforcement Program  
Phone: 360-586-1498x204  
Cellular: 360-301-0255  
Fax: 360-586-8404  
Email: [henrypmh@dfw.wa.gov](mailto:henrypmh@dfw.wa.gov)