

AGREEMENT

THIS AGREEMENT, MADE this 20 day of June, 1983 by and among the state of Washington, Department of Fisheries, hereinafter called "Fisheries"; the County of Jefferson, hereinafter called "the County"; and the Port of Port Townsend, hereinafter called "the Port" is entered into to establish responsibilities for the improvement and subsequent maintenance and operation of a public pleasure boat launching area at Gardiner on the west shore of Discovery Bay in the County of Jefferson.

WHEREAS, the Port presently owns, operates, and maintains a public pleasure boat launch ramp at Gardiner on the west shore of Discovery Bay for which improved public parking and restroom facilities are clearly needed and,

WHEREAS, Fisheries has acquired property which is suitably located for improved public parking and restroom development directly across Gardiner Beach road from the existing boat launch ramp and is seeking funding for the completion of parking and restroom improvements and,

WHEREAS, the County can provide operation and maintenance of the improved ~~parking and restroom~~ ^{parking} ~~public pleasure boat launching~~ facility. *REP S.E.2 1/15*

NOW THEREFORE, in consideration of the terms, conditions and performance contained herein, it is agreed as follows;

1

SCOPE OF WORK

After securing adequate funding, Fisheries shall design and construct public parking and restroom facilities on land (described in Exhibit A attached hereto) located directly adjacent to the boat launching ramp (legally described in Exhibit B attached hereto).

The County shall, upon completion of the construction of the parking and restroom facilities, operate and maintain said facilities.

The Port shall continue to operate and maintain the boat launching ramp as specified in Exhibit B.

All parts of the facility shall be kept open for public use for pleasure boats on a first come, first served basis without restriction because of race, creed, color, sex, religion, national origin or residence of the user.

Any requirement for the payment of fees for use of all or part of the boat launch area shall have received written approval by all parties to this Agreement prior to its enactment.

II

TERM

The duration of this Agreement shall be perpetual.

III

INDEMNIFICATION

Each of the parties agrees to indemnify the others for any claims arising out of its conduct or activities performed during the construction and operation of the facilities which are the subject of this Agreement.

IV

ENTIRE AGREEMENT

This document contains the entire Agreement between the parties, and no statement, promise, inducement or agreement made by agents or employees of the parties that is not contained in this written Agreement shall be valid or binding. No alterations or modifications of any of the terms or conditions of this Agreement will be effective if not in writing and signed by all parties to this Agreement.

V

BREACH OF CONTRACT

This Agreement shall be interpreted under the laws of the state of Washington and the venue of any action brought under this Agreement shall be in any court of competent jurisdiction in the County of Thurston, state of Washington.

In any action brought in any court by all parties concerning this Agreement, the rights and remedies of the parties may be enforced selectively or concurrently and nothing shall operate to prevent the parties from exercising any other further remedy available to the parties.

VI

ASSIGNMENT, TRANSFER AND AMENDMENT

This Agreement is not transferable or assignable, in whole or in part, without the prior written approval of the parties.

This Agreement and any provisions thereof may be amended at any time by written agreement of the parties.

VII

INTERLOCAL COOPERATION ACT

This Agreement is intended to be an agreement pursuant to the Interlocal Cooperation Act, Chapter 39.34, RCW, and by reference to said Act, all powers given pursuant to that Act as now or hereafter amended are incorporated into this Agreement. The parties stipulate that no separate legal or administrative entities are necessary and needed to be created in order to exercise this Agreement between the parties. If necessary, a joint board responsible for administering the rights and responsibilities under this Agreement will be created with the mutual consent of all parties.

Such board shall consist of one representative from each of the parties. Real property used in connection with the project shall be acquired, and held in accordance with the terms of this Agreement. Should the operation of the facility be discontinued at some future date, real property interests occupied by the facility shall revert to the agency holding underlying title. Pursuant to the Interlocal Cooperation Act, upon signing, this Agreement shall be filed with the County Auditors of Thurston and Jefferson Counties, and the Secretary of State. Pursuant to the Interlocal Cooperation Act, signature hereto by the Director of Fisheries, the Chairman of Port of Port Townsend Commission, and Chairman of the Board of Jefferson County Commissioners shall constitute appropriate action for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Attest:

Jordan P. Hoag, Clerk

JEFFERSON COUNTY

By: A. M. Moore

Chairman, Board of County

Commissioners

Approved as to Form:

_____, 19__

STATE OF WASHINGTON

DEPARTMENT OF FISHERIES

By _____

Assistant Attorney General

By: Robert E. Post

Director

Attest:

Herbert J. Beck

PORT OF PORT TOWNSEND

By: Robert E. Post

Chairman, Port Commission