

**Interagency Services Agreement between the
Washington State Department of Fish and Wildlife
and
Thurston County Public Works
Effective: January 1, 2023 through December 31, 2024**

THIS AGREEMENT is made and entered into by and between the Washington Department of Fish and Wildlife (WDFW) and Thurston County Public Works (TCPW).

THEREFORE, IT IS MUTUALLY AGREED THAT WDFW AND TCPW shall enter into an Agreement that establishes and funds the services of the Thurston County Parks program to maintain a restroom and associated parking lot under ownership of WDFW, located at 248 NE 73rd Ave in Olympia, WA.

Period of Performance

The period of performance of this Agreement shall commence on January 1, 2023 and remain in effect through December 31, 2024 or until such a time as the Agreement is terminated or otherwise amended.

Compensation

WDFW agrees to pay TCPW the sum of six thousand dollars (\$6,000.00) in 2023, and six thousand, two hundred, forty dollars (\$6,240.00) in 2024 for maintenance costs associated with the described facility upon execution of this Agreement, as illustrated in the table below. WDFW shall remit payment within thirty (30) days from the date of receipt of billing from TCPW.

2023	\$6,000.00
2024	\$6,240.00

Agreement Representatives

Each party to this Agreement shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

For WDFW:

Name of Representative: Brian Calkins
 Title: Region 6 Wildlife Program Manager
 Mailing Address: 48 Devonshire Rd.
 City, State and Zip Code: Montesano, WA 98563
 Telephone Number: (360) 249-1222
 E-mail Address: Brian.Calkins@dfw.wa.gov

For TCPW: Name of Representative: Jennifer D. Walker

Title: Public Works Director
 Mailing Address: 9605 Tilley Road S, Ste. C
 City, State and Zip Code: Olympia, WA 98512-9140
 Telephone Number: 360-867-2271
 E-mail Address: jennifer.walker@co.thurston.wa.us

Termination

This Agreement may be terminated when a party gives written notice to the other party at least six (6) months prior to its intended effect and withdrawal from this Agreement.

Notices

Notices to the parties hereto shall be sufficient if mailed first-class postage prepaid, to the contract representative.

Disputes

In the event that a dispute arises under this Agreement, it shall be determined in the following manner: Each party to this Agreement shall provide one member to discuss and seek a solution to the dispute. If the two members are unable to reach a solution that is agreeable to both parties, the members shall jointly request the assistance of an agreed upon neutral third party. The three members shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. The determination shall be final and binding on the parties hereto.

Services Provided by TCPW

Ensure the restroom and associated parking lot owned by WDFW is maintained and otherwise stocked with needed supplies to allow for public use of the facility(s) for the duration of this Agreement.

All Writing Contained Herein

This Agreement contains all of the terms and conditions agreed upon by the parties. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

THURSTON COUNTY PUBLIC WORKS



Jennifer D. Walker
Director, Public Works

December 12, 2022

Date

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

 Acting Division Manager

Cynthia Wilkerson, Lands Division Manager

12/23/2022

Date

Jeff Hugdahl, Purchasing and Contracts
Manager

Date