



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
ISLAND COUNTY TRANSIT



AGREEMENT NO. IA 123-542

RECEIVED

MAY 26 2023

WA State Parks
Contracts, Grants & Operations

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "State Parks," and Island County Public Transportation Benefit Area Corporation *dba* "Island Transit" hereinafter referred to as "Island Transit".

This agreement is authorized to be entered into through Chapter 39.34 RCW, the Interlocal Cooperation Act.

IT IS THE PURPOSE OF THIS AGREEMENT to authorize Island Transit to access the upper parking lot at Deception Pass State Park for the sole purpose of providing pick-up and drop-off services for passengers.

THEREFORE, IT IS MUTUALLY AGREED THAT:

SCOPE OF SERVICES

State Parks hereby grants authorization to Island Transit to provide pick-up and drop-off services for passengers at Deception Pass State Park on Sundays, five times a day, from the East Cranberry upper parking lot, subject to the terms and conditions outlined in this Agreement.

Island Transit is authorized to use specific structures and portions of the Park as approved by the Park Manager and may add a bus stop sign as necessary to facilitate pick-up and drop-off services.

USE OF UPPER PARKING LOT

Island Transit may use the State Park entrance parking lot to provide pick-up and drop-off of passengers. Island Transit may use specific structures and portions of the parking lot for operational purposes as deemed necessary by State Parks. State Parks reserves the right to relocate or remove any such space in order to meet the needs of State Parks upon reasonable notice. Island Transit shall not convert any property or facility to uses other than those expressly approved in this Agreement without the prior written approval of State Parks.

MAINTENANCE, UPKEEP AND APPEARANCE OF UPPER PARKING LOT

Island Transit shall be responsible for the maintenance and repair of the bus stop sign, as well as all routine maintenance and repair to the space utilized by Island Transit. Island Transit shall promptly notify State Parks of any problems.

Island Transit shall maintain the pick-up and drop-off area in a neat and orderly condition and operate it in a professional and businesslike manner. Island Transit shall exercise reasonable care to prevent damage to the property and shall take appropriate steps to protect all such property.

PERIOD OF PERFORMANCE

The term of this agreement shall begin on the date of execution and shall remain in effect until modifications are deemed necessary and mutually acceptable changes are negotiated.

COMPENSATION

This Agreement does not obligate State Parks funds nor require Island Transit to pay of the access permitted in this Agreement. Any endeavor involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures.

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

Island Transit shall indemnify State Parks against any cause of action, claim, damage, cost of expense, including reasonable attorney's fees, arising from its management or operation, or from any breach or default by Island Transit in the performance of this Agreement, or from any negligence or wrongful conduct of Island Transit or its agents, during such events, programs, or projects except to the extent of the negligence of State Parks. If any action or proceeding is brought against State Parks by reason of any such cause or claim, Island Transit shall defend State Parks by counsel satisfactory to State Parks.

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. scope of services; 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 regarding the performance of this Agreement.

The Project Representative for Island Transit is: Todd Morrow, Executive Director, (360) 678-7771


The Project Representative for State Parks is: Jason Armstrong, Park Manager, (360) 914-0120

IN WITNESS WHEREOF, the parties have executed this Agreement.

ISLAND TRANSIT

By: 
Title: Executive Director
Date: 5-26-2023

**WASHINGTON STATE PARKS AND
RECREATION COMMISSION**

By: 
Title: Dylan Davis-Bloom
Contracts Manager, State Parks
Date: 5/31/2023

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