

COOPERATIVE AGREEMENT
Between the
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And the
NORTHWEST STRAITS MARINE CONSERVATION FOUNDATION
Parks# IA 911-243

THIS AGREEMENT is made and entered into by and between The Washington State Parks and Recreation Commission, herein after referred to as Commission, and the Northwest Straits Marine Conservation Foundation, hereinafter referred to as the Foundation.

The Foundation has received a Ten Thousand Dollar (\$10,000.00) increase in an existing grant from the United States Fish and Wildlife Service (USFWS) to support on-going work associated with the Cornet Bay Restoration Project at Deception Pass State Park. The purpose of the increase is to provide financial assistance to complete the archaeological survey work needed. This work will be subcontracted to an appropriate, experienced Professional Archaeologist. The proposed survey constitutes the identification phase of archaeological assessment. If potentially significant cultural resources are identified that could be affected by the proposed project, further investigation, e.g., archaeological testing, which is outside this scope of work may be necessary. This additional work may be funded through additional grants provided by the Foundation via amendments to this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Foundation, and Commission agree as follows:

TERM

Subject to the other provisions hereof, the term of this Agreement shall commence on the date of execution last shown below, and it shall expire on December 31, 2012, unless otherwise modified in writing signed by both parties.

PURPOSE

The purpose of this Agreement is to formalize a cooperative relationship between Commission and Foundation including cooperative research, education, demonstration, and community service projects.

MANAGEMENT COORDINATION

The parties understand and agree that in order to establish and maintain a high level of coordination, communication will be required between each party to this Agreement. It is further agreed and understood that both the Agreement Managers shall thoroughly communicate concerning all aspects of the project on a regular basis.

The Agreement Manager for Foundation is currently Joan Drinkwin, Programs Director, (360) 733-1725, drinkwin@nwstraits.org.

Foundation agrees to notify Commission at any time the Agreement Manager changes during the term of this agreement.

The Agreement Manager for Commission is Derek Gustafson, Planner, phone (360) 755-5262, derek.gustafson@parks.wa.gov.

TERMINATION CLAUSE

This Agreement shall terminate at the end of the original or any renewed term specified herein; at any time upon the mutual written agreement of the parties; or, upon sixty (60) days written notice by any party to the others for any reason.

INDEMNIFICATION

Commission and Foundation are responsible and assume liability for their own wrongful and/or negligent acts or omissions, or those of their officers, agents, or employees to the fullest extent required by law. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

ALTERATIONS, AMENDMENTS, AND ASSIGNMENTS

This Agreement may be amended by mutual written agreement of the parties hereto. This Agreement may not be assigned in whole or in part without the prior written approval of the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority of the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to such laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, or between its terms and the terms and conditions of any underlying funding contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal statutes and rules;
- Statements of work; and
- Any other provisions of the Agreement, including materials incorporated by reference.

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 contractual expression of the parties and any oral representations or understandings not incorporated herein are excluded.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**NORTHWEST STRAITS MARINE
CONSERVATION FOUNDATION**

**WASHINGTON STATE PARKS
AND RECREATION COMMISSION**

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Approval as to Form:
Michael Ferguson/s/
Assistant Attorney General
August 2009