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**INTERAGENCY AGREEMENT BETWEEN  
CLALLAM COUNTY  
AND  
JAMESTOWN S'KLALLAM TRIBE**

THIS AGREEMENT, pursuant to the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington which provides for interlocal cooperation between governmental entities; is made and entered into by and between Clallam County ("County") and Jamestown S'Klallam Tribe ("Tribe"). The County and the Tribe may each be referred to individually as a "Party" or collectively as the "Parties".

**I. PURPOSE**

The purpose of this Agreement is to provide grant award framework to grant subrecipient and coalition partner Jamestown S'Klallam Tribe for grant agreement 25-26492 with Washington Department of Fish and Wildlife to obtain high resolution topo bathymetric LiDAR data along the entire 209-mile coastline of Clallam County.

**II. SCOPE OF WORK**

The Jamestown S'Klallam Tribe (JST) will work with Clallam County to plan, coordinate, and hire a contractor to collect topobathymetric (green) Lidar data for the entire 209-mile-long coastline of the north Olympic Peninsula from Admiralty Inlet to Cape Flattery. The extent of data collection will be determined by a coalition of partners. The Lidar contractor will send JST the finished reports and datasets (point, line, polygon, raster, and LAS files), and JST will share those files with partners and the WA LiDAR Portal. Then JST will create relative elevation models (REMs) for streams and estuarine deltas and will create and host an interactive webmap of this data, to be shared on the Clallam County GIS page.

**III. TASKS AND DELIVERABLES**

The Tribe will work with County staff on the below tasks. Timeline and due dates for deliverables are found in the attached 'Puget Sound National Estuary Program Statement of Work: Strait of Juan de Fuca Topobathymetric Lidar'

- The Tribe will work with partners to finalize the Lidar data collection area
- The Tribe will write a QAPP for Lidar data collection
- The Tribe will post an RFP and hire a contractor to collect the data

- The Tribe will schedule data collection with the contractor
- The Tribe will share all reports and data from data collection with the County
- The Tribe will review finished Lidar datasets and will send all data and reports to partners.
- The Tribe will conduct post-processing work to create REMs and will create an interactive webmap of all data from the project, using ArcGIS Online/Portal
- The Tribe will work with the County to make this webmap publicly available on the County's GIS webpage.

#### **IV. PERIOD OF PERFORMANCE**

The beginning date of performance under the Agreement shall commence on 04/15/2025 and terminate on 06/30/2027. The contract may be terminated or the performance period extended pursuant to terms set forth in Attachment A of Washinton Department of Fish and Wildlife (WDFW) contract 25-26492.

#### **V. COMPENSATION/PAYMENT**

The total dollars provided by WDFW for Tribe (Coalition partner) shall not exceed \$387,700. The Tribe shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in the contract will be reimbursed.

Compensation for services rendered shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

#### **VI. AGREEMENT ALTERATIONS AND AMENDMENTS**

Any additional services provided by the Tribe must have prior written approval of Clallam County and WDFW.

#### **VII. RECORDS, DOCUMENTS, AND REPORTS**

The Tribe shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement. These records shall be subject to all reasonable times in inspections, review, or audit by personnel duly authorized by the County, the Office of the State Auditor and federal officials so authorized by

law, rule, regulation, or Agreement. The Tribe will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement and make them available for inspection by persons authorized under this provision.

#### **VIII. DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the County, one representative from the Tribe, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

#### **IX. TERMINATION**

Either party may terminate the Agreement upon thirty (30) days written notice 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.

#### **X. NON-DISCRIMINATION**

The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

#### **XI. GOVERNANCE**

This Agreement 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 Federal and State Law;
- b. This Agreement;
- c. Any materials incorporated by reference.

#### **XII. 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

