

**INTERLOCAL AGREEMENT**  
**Between**  
**Clallam County and Clallam Conservation District**

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 CLALLAM CONSERVATION DISTRICT, hereinafter referred to as the "DISTRICT", and by CLALLAM COUNTY, hereinafter referred to as the "COUNTY".

THE PURPOSE OF THIS AGREEMENT is to specify the Phase II-Environmental Site Assessment products and services to be provided by the COUNTY and the compensation and services to be provided by the DISTRICT for those services and products for the Dungeness Reservoir project off of River Road near Sequim, WA. This Agreement mutually benefits the DISTRICT and the COUNTY, whereas the COUNTY has experience with Environmental Site Assessments and site remediation, and the DISTRICT has secured grant funds for development of a Phase II Environmental Site Assessment and associated remediation costs to assist with acquisition of land owned by Washington Department of Natural Resources, therefore the benefits of development and management of the Phase II Environmental Site Assessment and estimate of remediation costs may be realized in a more efficient and effective manner.

THEREFORE, IT IS MUTUALLY AGREED THAT:

The COUNTY AGREES TO:

1. Hire a consultant firm to conduct a Phase II Environmental Site Assessment and estimate the cost of remediation based on the results from the Phase II assessment.
2. Provide management, assistance, expertise, and staff to the hired consultant firm to accomplish their work and review products and services generated and performed by the consultant firm.
3. Submit monthly invoices to the DISTRICT for reimbursement of work performed under this agreement. All invoices will be submitted by June 20, 2021.
4. Provide one hardcopy and an electronic copy of the Phase II Environmental Site Assessment and associated remediation cost estimate to the DISTRICT.

The DISTRICT AGREES TO:

1. Reimburse the COUNTY up to but not exceeding \$70,000 for the Phase II Environmental Site Assessment and associated engineering remediation cost estimate for the Dungeness Off-channel Reservoir project.
2. Pay the COUNTY within 30 days of receipt of invoices from the COUNTY meeting the requirements of this agreement.

TERM OF AGREEMENT – This agreement shall be effective from and after April 13 2021, through June 30, 2021, unless terminated earlier pursuant to the provisions of this Agreement.

TERMINATION – This agreement may be terminated under the following conditions, provided, the COUNTY will receive payment, as outlined in this Agreement, for all work completed in a satisfactory manner, through the date of termination:

- a) By the DISTRICT, if it determines, in its sole judgment that the COUNTY is failing to perform its duties as required under this agreement;
- b) By the DISTRICT, if it is no longer the recipient of grant funding for this project; and
- c) By the COUNTY, if the DISTRICT fails to meet its obligations under this Agreement in a timely manner.

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 the parties signatory to this agreement.

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.

INDEMNIFICATION – To the fullest extent permitted by law, the COUNTY and the DISTRICT shall indemnify, defend, and hold harmless each other, their boards, agents and employees from and against all claims for injuries or death arising out of or resulting from the performance of this agreement.

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.

IN WITNESS WHEREOF, the parties have executed the agreement.

**CLALLAM CONSERVATION DISTRICT**

228 W. first St., Suite H  
Port Angeles, WA 98362  
360-775-3747; Fax 360-775-3749

*[Signature]* 5-13-2021  
Signature *Joe Ho Arap, Exec Direct* Date

*for* Matthew V. Heins, Chair of the Clallam Conservation District Board of Supervisors

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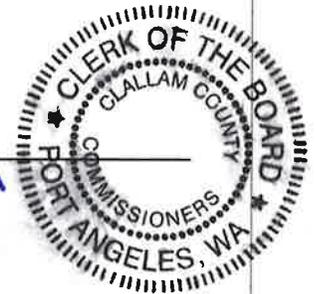
**CLALLAM COUNTY**

223 East Fourth Street, Suite 4  
Port Angeles, WA 98362-3015  
360-417-2233; Fax 360-417-2493

*[Signature]* \_\_\_\_\_  
Signature Date

Mark Ozias, Chair of the Board of Clallam County Commissioners

*[Signature]* 5/14/21  
Alanna Gores  
Clerk of the Board



Approved as to form:

*[Signature]* 4/16/2021  
Elizabeth Stanley  
Deputy Prosecuting Attorney