



INTERLOCAL AGREEMENT
for
Restoration Services



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 COUNTY, hereinafter referred to as the "COUNTY", and the JAMESTOWN S'KLALLAM TRIBE, hereinafter referred to as the "JS'KT".

THE PURPOSE OF THIS AGREEMENT is to specify the restoration work on the lower Dungeness watershed and lower Dungeness River floodplain restoration project to be performed by the JS'KT and the compensation to be provided by the COUNTY for those services. This Agreement mutually benefits the COUNTY and the JS'KT, whereas the COUNTY has money available but lacks restoration technician staff and the JS'KT has the restoration technician staff available but lacks the money to perform the restoration work. The funds are allocated to salaries, benefits, supplies and materials for the natural resources field crew to perform site stewardship in the lower Dungeness levee setback project area. Indirect charges do not apply to Pass Through funding under interlocal agreements.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. The JS'KT agrees to:

Restoration work including but not limited to:

- Removal and mowing lower Dungeness River (Towne Road/floodplain restoration area) parcels to mitigate for non-native species and invasive plants.
- Prepare plots and ready for planting native tree and shrub species.
- Plant trees/shrubs, fertilize, apply protective base tubes & fasteners, and maintain plantings.
- Mow restoration site regularly to remove Canada Thistle, Blackberry, and other non-native species and increase success of new planting survival.
- Maintain tools and equipment.
- Applying herbicide/invasive removal techniques as necessary
- Travel related to above restoration activities (to pick up plants, compost, or equipment, transport invasive plants to appropriate venue for composting)
- Mower maintenance and fuel
- Provide with each invoice documentation of hours worked, activities undertaken, and challenges encountered.

2. The COUNTY agrees to:

- a. Pay the JS'KT (not to exceed) \$80,000 for the restoration work on the lower Dungeness River per RCO and WDOE grants through December 31, 2020.
3. 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.
4. 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.
5. TERMINATION – Any of the parties may terminate their part of this agreement upon 30 days prior written notification to the other party. In the event of termination by either party, JS'KT shall be reimbursed for the value of its restoration work, as of the date of termination.
6. INDEMNIFICATION – JS'KT agrees to indemnify, defend, and hold harmless the COUNTY and its officers, employees, and agents from and against all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of or caused by the negligence or misconduct of the JS'KT, its agents, or its successors or assigns. No liability shall attach to the COUNTY by reason of entering into this contract, except as expressly provided herein.

COUNTY agrees to indemnify, defend, and hold harmless JS'KT and its officers, employees, and agents from and against all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of or caused by the negligence or misconduct of COUNTY, its agents, or its successors or assigns. No liability shall attach to the JS'KT by reason of entering into this contract, except as expressly provided herein.

7. LIMITED WAIVER OF SOVEREIGN IMMUNITY FROM SUIT - JS'KT authorizes a limited waiver of sovereign immunity from suit to establish its liability, if any, arising under this agreement, and to defend, indemnify and save harmless the COUNTY by reason of any and all claims and demands, as set forth hereunder. This limited waiver of immunity is limited only to the provisions of this agreement and shall terminate consistent with the termination of this agreement. Venue for any action filed under this waiver of immunity shall be in the United States District Court, Western District of Washington or if that court lacks jurisdiction, then in the Superior Court of Thurston County; and

Nothing in this Agreement shall be construed to authorize any suit, execution, attachment, or judicial process against the persons or property of the JS'KT or any of its officers, agents, or employees, or against the JS'KT Council or any member thereof, other than as specifically set forth above. In no event shall this agreement be construed to authorize attachment, execution or other judicial

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THEREFORE, IT IS MUTUALLY AGREED THAT:

1. The JS'KT agrees to:

Restoration work including but not limited to:

- Removal and mowing lower Dungeness River (Towne Road and Rivers End Road) parcels to mitigate for non-native species and invasive plants.
- Prepare plots and ready for planting native tree and shrub species.
- Plant trees/shrubs, fertilize, apply protective base tubes & fasteners, and maintain plantings.
- Mow restoration site regularly to remove Canada Thistle, Blackberry, and other non-native species and increase success of new planting survival.
- Maintain tools and equipment.
- Applying herbicide as necessary
- Travel related to above restoration activities (to pick up plants, compost, or equipment, transport invasive plants to Lazy J Tree Farm or similar venue for composting)
- Mower maintenance and fuel

2. The COUNTY agrees to:

- a. Pay the JS'KT (not to exceed) \$35,000 for the restoration work on the lower Dungeness River per RCO, WDFW, and WDOE grants through December 2011.

3. 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.
4. 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.
5. TERMINATION – Any of the parties may terminate their part of this agreement upon 30 days prior written notification to the other party. In the event of termination by either party, JS'KT shall be reimbursed for the value of its restoration work, as of the date of termination.
6. INDEMNIFICATION – JS'KT agrees to indemnify, defend, and hold harmless the COUNTY and its officers, employees, and agents from and against all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of or caused by the negligence or misconduct of the JS'KT, its agents, or its successors or assigns. No liability shall attach to the COUNTY by reason of entering into this contract, except as expressly provided herein.

COUNTY agrees to indemnify, defend, and hold harmless JS'KT and its officers, employees, and agents from and against all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees, arising out of or caused by the negligence or misconduct of COUNTY, its agents, or its successors or assigns. No liability shall attach to the JS'KT by reason of entering into this contract, except as expressly provided herein.

7. LIMITED WAIVER OF SOVEREIGN IMMUNITY FROM SUIT - JS'KT authorizes a limited waiver of sovereign immunity from suit to establish its liability, if any, arising under this agreement, and to defend, indemnify and save harmless the COUNTY by reason of any and all claims and demands, as set forth hereunder. This limited waiver of immunity is limited only to the provisions of this agreement and shall terminate consistent with the termination of this agreement. Venue for any action filed under this waiver of immunity shall be in the United States District Court, Western District of Washington or if that court lacks jurisdiction, then in the Superior Court of Clallam County; and

Nothing in this Agreement shall be construed to authorize any suit, execution, attachment, or judicial process against the persons or property of the JS'KT or any of its officers, agents, or employees, or against the JS'KT Tribal Council or any member thereof, other than as specifically set forth above. In no event shall this agreement be construed to authorize attachment, execution or other judicial process against real property of the JS'KT, any property held in trust by the United States of subject to restriction against alienation imposed by federal law, or any funds held by or on behalf of the JS'KT and derived from federal or state grants or contracts.

8. 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.

<p>CLALLAM County 223 East Fourth Street, Suite 4 Port Angeles, WA 98362-3015 360-417-2233; FAX: 360-417-2443</p> <p><i>Douglas E. Jensen</i>  Deputy Prosecuting Attorney III Signature</p> <p><i>06/15/11</i> Date</p> <p> <i>Howard V. Doherty, Jr.</i> Board of Commissioners, Chair</p> <p><i>06/21/2011</i> Date</p>	<p>Jamestown S'Klallam Tribe 1033 Old Blyn Hwy Sequim, WA 98382 360-681-4624; FAX: 360-681-4611</p> <p> Signature</p> <p><i>6/10/11</i> Date</p> <p>W. Ron Allen, Jamestown S'Klallam Tribe, Chair/CEO</p>
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