

101-18-017

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CLALLAM COUNTY PUBLIC WORKS DEPARTMENT
REIMBURSABLE WORK AGREEMENT

This Agreement, is made and entered into this _____ day of ____ 2018, by and between Clallam County (hereinafter "County"), Washington, a political subdivision of the State of Washington and LOWER ELWHA KLALLAM TRIBE (hereinafter "Tribe"), a federally recognized Indian tribe, 2851 Lower Elwha Road, Port Angeles, WA 98363, and shall remain in force for no longer than five years following the date of this Agreement, or to terminate on _____, 2023, whichever comes sooner.

In consideration of the mutual covenants and promises contained herein, the parties to this Agreement hereby agree as follows:

1. **Purpose of Agreement:** The Tribe hereby requests the County to perform through the Road Division of the Public Works Department, the following work at a time and in a manner convenient to County: construction, repair or maintenance of the Tribe's streets, bridges, drainage facilities, sidewalks, curbing, traffic control devices, and further miscellaneous services including engineering and right of way services on an individual basis. Upon written request from the Tribe, made upon a form ("Work Task Request") supplied by the County, the County agrees to perform work requested by the Tribe, reserving, however, the right to the County Engineer to deny or approve each request on an individual basis.
2. **No Guarantee of Employment:** The performance of all or part of this Agreement by the County (including its employees or subcontractors) shall not operate to vest any employment rights/benefits whatsoever through the Tribe.
3. **Regulations and Requirements:** This Agreement shall be subject to all federal, state, tribal and local laws, ordinances, codes, regulations and rules. Respect for each jurisdiction's laws shall be given. However, in the event of a conflict the parties understand that the County is obligated to follow applicable federal and state law.
4. **Requests Shall Comport with Applicable Laws:** Any request for work shall be in accordance with applicable law. The County agrees to perform its obligations in accordance with applicable federal and state law. The Tribe assures any request for work complies with any bidding laws, and any other applicable federal, state, local, or tribal law that governs performance of such work.
5. **Reimbursement:** The Tribe hereby agrees to reimburse the County for the costs of the work performed by the County and its workers, based on the actual cost of labor, equipment rental, and materials used in the construction, repair, or maintenance work involved, including costs for overhead, indirect costs, and fringe benefits to labor. The County shall submit to the Tribe a statement of the costs incurred in performance of the work, and within thirty (30) days thereafter the Tribe shall pay to the County the amount of the statement.
6. **Assignment of Rights:** It is understood and agreed between the parties to this agreement that the rights and duties under this contract shall not be assigned, transferred, delegated, or any portions subcontracted by either party without first obtaining written permission of the other.
7. **Subcontractors:** In the event that the County employs the use of any subcontractors, the contract between the County and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Tribe.
8. **Standard of Care:** The County's agents, employees and consultants performing services under this Agreement shall exercise the normal and customary standard of care expected of similarly situated professionals practicing in the community in which the County is located. The County shall provide

professional quality services, but there is no guarantee the work will meet the satisfaction of the Tribe, nor that unsatisfactory work will be repaired without additional compensation to the County. The County charges no profit to cover guarantees and does not have total control over traffic, soils, weather, and other factors that might affect the work.

9. **Modifications:** Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

10. **Termination for Default:** If the County defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the Tribe may, by depositing written notice to the County in the U.S. Mail, postage prepaid, terminate the contract, and at the Tribe's option, obtain performance of the work elsewhere. If the contract is terminated for default, the County shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the Tribe resulting from such default(s) shall be deducted from any money due or coming due to the County.

If a notice of termination for default has been issued and it is later determined for any reason that the County was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. **Termination for Public Convenience:** The parties may terminate the contract in whole or in part whenever the parties determine, in their sole discretion that such termination is in the interests of the parties. Whenever the contract is terminated in accordance with this paragraph, the County shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the parties at any time during the term, whether for default or convenience, shall not constitute a breach of contract.

12. **Termination Due to Insufficient Funds.** If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the parties may terminate this contract upon five (5) days written notice. No penalty or expense shall accrue to the parties in the event this provision applies.

13. **Termination Procedure.** The following provisions apply in the event that this Agreement is terminated:

(a) The County shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.

(b) The County shall provide the Tribe with an accounting of authorized services provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the Tribe may withhold a sum from the final payment to the County that the Tribe determines necessary to protect itself against loss or liability.

14. **Property:** Upon termination/expiration of this agreement, or the completion of any work performed, any property purchased/acquired in performance of this agreement shall remain the property of the purchasing party.

15. **Defense, Indemnity, and Hold Harmless:** No liability shall attach to the parties by reason of entering into this contract, except as expressly provided herein.

The County shall defend, indemnify, and hold harmless the Tribe, the Tribe's officers, directors, partners, agents and employees from and against any and all claims, costs, losses, liabilities and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all

court or arbitration or other dispute resolution costs) caused by breaches of this Agreement, and/or negligent act, error or omission of the County, it's officers, directors, partners, agents, employees, and consultants.

The Tribe shall defend, indemnify, and hold harmless the County, and the County's officials, officers, directors, partners, agents, and employees, and any individuals or entities that have a contract with County to furnish services with respect to the project from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement, and/or negligent act, error or omission of the Tribe, it's officers, directors, employees, and consultants.

If any injury arising out of or caused by the performance of this contract is the result of the concurrent negligence or misconduct of the parties, then each party's obligation to defend, indemnify, and save the other harmless is valid and enforceable only to the extent of each party's own negligence or misconduct.

16. **Limited Waiver of Sovereign Immunity:** The Tribe does not make a general waiver of its sovereign immunity from suit or other legal actions and nothing in this Agreement or elsewhere shall be construed as such a general waiver. The Tribe does make a limited waiver of its sovereign immunity for the limited purpose of enforcement of this Agreement, and for collection of money claims for actual services or goods provided under the terms of this Agreement. Any such suit shall be brought before the United States District Court for the Western District of Washington, and if that court lacks jurisdiction than any such suit shall be brought before the Clallam County Superior Court.
17. **Choice of Law:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, this Agreement shall be governed by the applicable laws of the federal, state, tribal, and local governments. If and where there is a conflict, then federal and state laws will take precedence and prevail.
18. **Rights and Remedies:** The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
19. **Disputes:** Differences between the parties, arising under and by virtue of the contract documents shall be brought to the attention of the Tribe's Project Manager at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the Tribe's Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the County mails or otherwise furnishes to the Tribe's Project Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the Tribe's Project Manager are in error.

In connection with any appeal under this clause, the parties shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The original written materials will be submitted to the Tribe's Project Manager, who will then deliver the materials to a Dispute Resolution Board as described below. Copies of all written materials will be served upon the parties.

If an appeal of the Tribe's Project Manager decision is timely received, the County and the Tribe shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Tribe and County are to petition the Clallam County Superior Court to designate a third member. The Dispute Resolution Board will then attempt to resolve the dispute based upon the written materials

provided by the Tribe's Project Manager.

Reviews of the Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the County shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

20. Project Contacts: For purposes of this Agreement, the parties' project managers are:

Clallam County Project Manager:

Ross Tyler, Public Works Director/County Engineer
223 E. 4th Street, Suite 6, Port Angeles, WA 98362 // (360) 417-2448

Lower Elwha Klallam Tribe Project Manager:

Carol Brown, Community Development
2851 Lower Elwha Rd, Port Angeles, WA 98363 // (360)4528471*7443

21. Non-Discrimination: The parties 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.

22. Time is of the Essence: Time is of the essence in the performance of this contract unless a more specific time-period is set forth in either the Work Task Request and/or accompanying Scope of Work and Special Terms and Conditions.

23. Notice: Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Tribe to the County's Project Manager. Notice to the Tribe for all purposes under this Agreement shall be given to the Tribe's Project Manager.

24. Severability: If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

25. Precedence: In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Applicable federal, state, tribal, and local statutes, ordinances, and regulations;
- (b) Work Task Request;
- (c) Scope of Work and/or Special Terms Conditions (if any); and
- (d) General Conditions

26. Waiver: Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

27. Attorney Fees: In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.

28. Construction: This Agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

29. Survival: This Agreement shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part.

30. Entire Agreement: This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions, or understandings between the parties except as provided herein.

LOWER ELWHA KLALLAM TRIBE

CLALLAM COUNTY BOARD OF COMMISSIONERS

Frances G. Charles, Chairwoman

Mark Ozias, Chair

Approved as to Form:

ATTEST: Clerk of the Board

Approved as to Form:

LEKT Office of Tribal Attorney

Deputy Prosecuting Attorney

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RESOLUTION NO. 120-18

APPROVAL OF REIMBURSABLE WORK AGREEMENT WITH CLALLAM COUNTY

WHEREAS, the Lower Elwha Tribal Community, also known as the Lower Elwha Klallam Tribe (“the Tribe”), is a federally recognized, self-governing Indian tribe in accordance with the Treaty of Point-No-Point of January 26, 1855, its Constitution and By-laws, approved by the Secretary of the Interior on April 29, 1968, and the Indian Reorganization Act of June 18, 1934; and

WHEREAS, the Lower Elwha Klallam Tribal Business Committee of the Lower Elwha Community Council is the constitutionally and duly elected representative body of the Tribe, and is responsible for ensuring the health, safety, education, welfare, social and economic development, law and order, judicial services, and housing of its tribal citizens; and to preserve and protect the culture, treaty rights, natural resources, and otherwise promoting the welfare and interests of its tribal citizens; and

WHEREAS, under Article IV, Section 1(a) of the Tribe’s Constitution, the Tribe has the authority to consult, negotiate, contract or conclude agreements with Federal, State and local governments, and others, on behalf of the community and to advise and consult with their representatives on all activities which may affect the community; and

WHEREAS, the Tribe and Clallam County have established a government-to-government relationship by Intergovernmental Agreement dated April 30, 2002; and

WHEREAS, the Tribe from time to time requests assistance from Clallam County Road Department for specific tasks; and

WHEREAS, an updated Reimbursable Work Agreement has been reviewed by the Tribe and County legal counsel and approved as to form.

THEREFORE BE IT NOW RESOLVED THAT, the Lower Elwha Klallam Tribe hereby enters into the attached Reimbursable Work Agreement with Clallam County; and

BE IT FURTHER RESOLVED THAT, in approving the Agreement, the Business Committee acknowledges and expressly approves the limited waiver of the Tribe’s sovereign immunity under Paragraph 16; and

BE IT FURTHER RESOLVED THAT, the Business Committee acknowledges that Chairwoman Frances G. Charles, or Vice-Chair Russell N. Hepfer in her absence, is authorized and directed to execute the Reimbursable Work Agreement with Clallam County; and

BE IT FINALLY RESOLVED that the Business Committee acknowledges that the Community Development Director is authorized to take all actions reasonably necessary to effectuate the matters authorized in this resolution.

CERTIFICATION

The foregoing resolution was presented at a duly called meeting of the Lower Elwha Klallam Business Committee held on the 27th day of September 2018, at which 5 members were present, constituting a quorum, and the Business Committee voted to adopt by a vote of 4 FOR, 0 AGAINST, and 0 ABSTENTIONS.



Frances G. Charles, Tribal Chairwoman



Council Member

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CLALLAM COUNTY PUBLIC WORKS DEPARTMENT
REIMBURSABLE WORK AGREEMENT

This Agreement, is made and entered into this _____ day of _____ 2018, by and between Clallam County (hereinafter "County"), Washington, a political subdivision of the State of Washington and LOWER ELWHA KLALLAM TRIBE (hereinafter "Tribe"), a federally recognized Indian tribe, 2851 Lower Elwha Road, Port Angeles, WA 98363, and shall remain in force for no longer than five years following the date of this Agreement, or to terminate on _____, 2023, whichever comes sooner.

In consideration of the mutual covenants and promises contained herein, the parties to this Agreement hereby agree as follows:

1. **Purpose of Agreement:** The Tribe hereby requests the County to perform through the Road Division of the Public Works Department, the following work at a time and in a manner convenient to County: construction, repair or maintenance of the Tribe's streets, bridges, drainage facilities, sidewalks, curbs, traffic control devices, and further miscellaneous services including engineering and right of way services on an individual basis. Upon written request from the Tribe, made upon a form ("Work Task Request") supplied by the County, the County agrees to perform work requested by the Tribe, reserving, however, the right to the County Engineer to deny or approve each request on an individual basis.
2. **No Guarantee of Employment:** The performance of all or part of this Agreement by the County (including its employees or subcontractors) shall not operate to vest any employment rights/benefits whatsoever through the Tribe.
3. **Regulations and Requirements:** This Agreement shall be subject to all federal, state, tribal and local laws, ordinances, codes, regulations and rules. Respect for each jurisdiction's laws shall be given. However, in the event of a conflict the parties understand that the County is obligated to follow applicable federal and state law.
4. **Requests Shall Comport with Applicable Laws:** Any request for work shall be in accordance with applicable law. The County agrees to perform its obligations in accordance with applicable federal and state law. The Tribe assures any request for work complies with any bidding laws, and any other applicable federal, state, local, or tribal law that governs performance of such work.
5. **Reimbursement:** The Tribe hereby agrees to reimburse the County for the costs of the work performed by the County and its workers, based on the actual cost of labor, equipment rental, and materials used in the construction, repair, or maintenance work involved, including costs for overhead, indirect costs, and fringe benefits to labor. The County shall submit to the Tribe a statement of the costs incurred in performance of the work, and within thirty (30) days thereafter the Tribe shall pay to the County the amount of the statement.
6. **Assignment of Rights:** It is understood and agreed between the parties to this agreement that the rights and duties under this contract shall not be assigned, transferred, delegated, or any portions subcontracted by either party without first obtaining written permission of the other.

7. **Subcontractors:** In the event that the County employs the use of any subcontractors, the contract between the County and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Tribe.
8. **Standard of Care:** The County's agents, employees and consultants performing services under this Agreement shall exercise the normal and customary standard of care expected of similarly situated professionals practicing in the community in which the County is located. The County shall provide professional quality services, but there is no guarantee the work will meet the satisfaction of the Tribe, nor that unsatisfactory work will be repaired without additional compensation to the County. The County charges no profit to cover guarantees and does not have total control over traffic, soils, weather, and other factors that might affect the work.
9. **Modifications:** Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
10. **Termination for Default:** If the County defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the Tribe may, by depositing written notice to the County in the U.S. Mail, postage prepaid, terminate the contract, and at the Tribe's option, obtain performance of the work elsewhere. If the contract is terminated for default, the County shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the Tribe resulting from such default(s) shall be deducted from any money due or coming due to the County.

If a notice of termination for default has been issued and it is later determined for any reason that the County was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. **Termination for Public Convenience:** The parties may terminate the contract in whole or in part whenever the parties determine, in their sole discretion that such termination is in the interests of the parties. Whenever the contract is terminated in accordance with this paragraph, the County shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the parties at any time during the term, whether for default or convenience, shall not constitute a breach of contract.
12. **Termination Due to Insufficient Funds.** If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the parties may terminate this contract upon five (5) days written notice. No penalty or expense shall accrue to the parties in the event this provision applies.
13. **Termination Procedure.** The following provisions apply in the event that this Agreement is terminated:
 - (a) The County shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The County shall provide the Tribe with an accounting of authorized services

provided through the effective date of termination.

(c) If the Agreement has been terminated for default, the Tribe may withhold a sum from the final payment to the County that the Tribe determines necessary to protect itself against loss or liability.

14. **Property:** Upon termination/expiration of this agreement, or the completion of any work performed, any property purchased/acquired in performance of this agreement shall remain the property of the purchasing party.

15. **Defense, Indemnity, and Hold Harmless:** No liability shall attach to the parties by reason of entering into this contract, except as expressly provided herein.

The County shall defend, indemnify, and hold harmless the Tribe, the Tribe's officers, directors, partners, agents and employees from and against any and all claims, costs, losses, liabilities and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement, and/or negligent act, error or omission of the County, it's officers, directors, partners, agents, employees, and consultants.

The Tribe shall defend, indemnify, and hold harmless the County, and the County's officials, officers, directors, partners, agents, and employees, and any individuals or entities that have a contract with County to furnish services with respect to the project from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement, and/or negligent act, error or omission of the Tribe, it's officers, directors, employees, and consultants.

If any injury arising out of or caused by the performance of this contract is the result of the concurrent negligence or misconduct of the parties, then each party's obligation to defend, indemnify, and save the other harmless is valid and enforceable only to the extent of each party's own negligence or misconduct.

16. **Limited Waiver of Sovereign Immunity:** The Tribe does not make a general waiver of its sovereign immunity from suit or other legal actions and nothing in this Agreement or elsewhere shall be construed as such a general waiver. The Tribe does make a limited waiver of its sovereign immunity for the limited purpose of enforcement of this Agreement, and for collection of money claims for actual services or goods provided under the terms of this Agreement. Any such suit shall be brought before the United States District Court for the Western District of Washington, and if that court lacks jurisdiction than any such suit shall be brought before the Clallam County Superior Court.

17. **Choice of Law:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, this Agreement shall be governed by the applicable laws of the federal, state, tribal, and local governments. If and where there is a conflict, then federal and state laws will take precedence and prevail.

18. **Rights and Remedies:** The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties,

obligations, rights and remedies otherwise imposed or available by law.

19. **Disputes:** Differences between the parties, arising under and by virtue of the contract documents shall be brought to the attention of the Tribe's Project Manager at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the Tribe's Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the County mails or otherwise furnishes to the Tribe's Project Manager a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the Tribe's Project Manager are in error.

In connection with any appeal under this clause, the parties shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The original written materials will be submitted to the Tribe's Project Manager, who will then deliver the materials to a Dispute Resolution Board as described below. Copies of all written materials will be served upon the parties.

If an appeal of the Tribe's Project Manager decision is timely received, the County and the Tribe shall convene a dispute resolution board comprised of one member nominated separately by each party, and a third member identified and agreed upon by the two members. If the two members together cannot agree upon the third member, the Tribe and County are to petition the Clallam County Superior Court to designate a third member. The Dispute Resolution Board will then attempt to resolve the dispute based upon the written materials provided by the Tribe's Project Manager.

Reviews of the Dispute Resolution Board's determination may be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the Dispute Resolution Board's written decision. Pending a final decision in the Superior Court of Clallam County, the County shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

20. **Project Contacts:** For purposes of this Agreement, the parties' project managers are:

Clallam County Project Manager:

Ross Tyler, County Engineer

223 E. 4th Street, Suite 6, Port Angeles, WA 98362 // (360) 417-2448

Lower Elwha Klallam Tribe Project Manager:

Carol Brown, Community Development

2851 Lower Elwha Rd. Port Angeles, WA 98363 // (360)4528471*7443

21. **Non-Discrimination:** The parties 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.
22. **Time is of the Essence:** Time is of the essence in the performance of this contract unless a more specific time-period is set forth in either the Work Task Request and/or accompanying Scope of Work and Special Terms and Conditions.

23. **Notice:** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Tribe to the County's Project Manager. Notice to the Tribe for all purposes under this Agreement shall be given to the Tribe's Project Manager.
24. **Severability:** If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
25. **Precedence:** In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
- (a) Applicable federal, state, tribal, and local statutes, ordinances, and regulations;
 - (b) Work Task Request;
 - (c) Scope of Work and/or Special Terms Conditions (if any); and
 - (d) General Conditions
26. **Waiver:** Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
27. **Attorney Fees:** In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
28. **Construction:** This Agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
29. **Survival:** This Agreement shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part.
30. **Entire Agreement:** This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions, or understandings between the parties except as provided herein.

LOWER ELWHA KLALLAM TRIBE



Frances G. Charles, Chairwoman

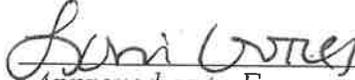
CLALLAM COUNTY BOARD OF
COMMISSIONERS



Mark Ozias, Chair

Clallam county PW | Lower Elwha
Tribe - Reimbursable work
Agreement - 10/2/19.

ATTEST: Clerk of the Board


Approved as to Form:

Approved as to Form only:



Lower Elwha Klallam Tribe
Office of Tribal Attorney

Deputy Prosecuting Attorney

WORK TASK REQUEST
FOR REIMBURSEABLE WORK

To the:
CLALLAM COUNTY PUBLIC WORKS, COUNTY ENGINEER
223 EAST 4TH STREET, Suite 6
PORT ANGELES, WA 98362-3015
(360) 417-2319

Pursuant to terms of an agreement between Clallam County and the Lower Elwha Klallam Tribe adopted and approved on _____, 2018 the undersigned hereby requests Clallam County to perform the work listed below as prescribed to chapter 39.34 RCW. The undersigned hereby agrees to reimbursement to Clallam County or all costs to:

Cost of work not to exceed _____
Billing Address
LOWER ELWHA KLALLAM TRIBE
2851 LOWER ELWHA ROAD
PORT ANGELES, WA 98363
360.452.8471
DATE: _____

NAME OF AUTHORIZING AGENT

SIGNATURE

TITLE

Phone number: _____ Email: _____

Work request is hereby (County Use)
Accepted Rejected

County Engineer

DATE