

County Contract #811-1506

INTERAGENCY AGREEMENT BETWEEN
THE
QUILEUTE TRIBE and CLALLAM COUNTY
RELATING TO LEASE OF TRIBE'S BUILDING FOR
CLALLAM COUNTY SHERIFF'S OFFICE BUSINESS

THIS AGREEMENT, made pursuant to RCW 39.34, is entered into this 23rd day of June, 2015, by and between the Quileute Indian Tribe (hereinafter referred to as "Tribe"), a sovereign, federally recognized tribe with authority to enter into intergovernmental agreements under its Constitution, arts. I and VI, §§ 1(a), (c), and (j); and Clallam County, a political subdivision of the State of Washington (hereinafter referred to as "County").

THE PURPOSE OF THIS AGREEMENT IS TO memorialize the terms under which the Tribe will provide office space to the Clallam County Sheriff's Department so that it may utilize space both inside and outside of the Tribe's 101 Building located at 196863, Highway 101, Forks, Washington, for law enforcement purposes.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

1. The Quileute Tribe agrees to lease approximately 2000 square feet of office space, portions of the northern wing of the Tribe's 101 Building, located at 196283 Highway 101, Forks, WA.
2. The space allotment and configuration of the office space are identified in the basic space allocation drawing attached (exhibit A) and identify the portions of the northern wing of the building (highlighted in yellow) and the common areas of the building (highlighted in pink).
3. The County and Tribe shall have access to the entire common areas (highlighted in pink) at all times. The common areas include the building's two shared bathrooms, and the kitchen area. The County shall have exclusive access to the northern wing (highlighted in yellow) at all times. The basic space allocation drawing attached (exhibit A) identifies the allotment and configuration of the building and offices.
4. The parking spaces on the northern side of the northern wing (highlighted in green on exhibit A) shall be for exclusive use by the County. The facility's remaining parking spaces shall be shared by both parties.
5. The open area within the fenced compound and adjacent to the northern wing of the building shall be a common area for use by the County or the Tribe for storage purposes. The Tribe approves of the County further securing the fenced compound and/or exclusively identified storage area in the northeastern corner of the fenced compound, an area 35 feet by 58 feet, (highlighted in orange) at the County's expense. The remaining open area within the fenced compound shall be shared by both parties.
6. The Tribe shall provide and pay for all water, electricity, garbage pick-up and disposal, and sewer and/or septic utilities supplied to the leased premises. The County shall pay for telephone and computer network services provided to their leased premises.
7. The Tribe shall provide and pay for janitorial service to both the space exclusively occupied by the County (northern wing) and the common areas (highlighted in pink) on a bi-weekly basis. The times of the janitorial service shall mutually be agreed upon by both the County and the Tribe. The Tribe's janitorial staff shall be accompanied by a County employee when the service is provided in the

exclusively occupied wing. If a County employee is unavailable, the Tribe shall have no obligation to provide the service.

8. The Tribe approves of the County installing a 9-1-1 call box on the premises at the County's expense.

9. The Tribe approves of the County reinforcing the doors and windows of the northern wing of the premises for security purposes and at the county's expense. The secure door providing separation from the common areas and the County areas shall be moved to provide access to the kitchen area and controlling entry to the hallway entering the County area at the tribe's expense. A secure door shall be installed between the common lunch room area and the County area at the Tribe's expense.

10. The Tribe approves of the County installing a Conex storage box within the fenced compound at the County's expense.

11. The Tribe approves of the County erecting signage along the highway and/or affixing signage to the building and doorways identifying the building's use as a Clallam County Sheriff's Department detachment office.

12. Indemnification. The Tribe and County agree to mutually defend, indemnify and hold harmless the other party, its elected officials, employees, and agents from and against any and all costs, claims, demands, judgments or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the other party, its elected officials, employees or agents in performing this Agreement.

13. Insurance. Each party shall maintain insurance for coverage of any actions and liability arising out of activities taking place pursuant to this Agreement. The Tribe will provide proof that the County, its appointed and elected officials, agents and employees, are specifically named as additional insureds in a policy with the same company that insures the Tribe or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48. The general aggregate limit shall be \$1,000,000. The County is a self-insured entity. The County shall provide the Tribe with a certificate of liability insurance showing the Tribe as an additional insured. Each party shall insure their own property fully for damage from fire, theft, terrorism, natural disaster, environmental hazard or any other risk to property except for negligence of the other party.

14. Effective Date/Duration. This Agreement shall be effective on the date signed below, and said Agreement shall be in effect for a period of five (5) years from the effective date.

15. Contact Persons. The Tribe and the County will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise designated in writing, the Tribe's contact person will be the Tribe's Executive Director. The County contact person will be the Sheriff Office Chief Civil Deputy.

16. Rent. The parties agree that rent for the premises identified above shall be One Thousand Dollars (\$1,000.00) per month. The County has budgeted funds to pay the Tribe for the amount outlined in this Agreement. Rent is owed on the first of each calendar month, and County agrees to pay rent no later than 20 days after the first working day on which rent is owed.

17. Amendments to be in Writing. The Tribe and the County may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the Tribe and the County.

18. Termination. Except as otherwise provided for in this Agreement, either party may terminate this Agreement upon thirty (30) days written notice. If this Agreement is so terminated, the terminating party 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. In the event of termination, the parties agree that

any property acquired in connection with this Agreement shall remain the property of the party who purchased the property.

19. Dispute Resolution. In the event that a dispute arises under this Agreement, it shall be resolved by final and binding mediation by a mediator mutually agreeable to both parties, with each party bearing one-half of the mediator's fee.

20. Limited Waiver of Sovereign Immunity. The Tribe shall, in accordance with its Sovereign Immunity Ordinance, make a limited waiver of sovereign immunity to only Clallam County for the sole purpose of enforcing the mutual indemnities in Section 12 of this Agreement as well as any obligations required of it under the provisions of Section 19 of this Agreement. Venue for any action filed under the waiver 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. The waiver shall expire six years from the date this Agreement expires or six years from the date this Agreement is terminated, whichever shall occur first.

21. 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.

22. Complete Expression. This Agreement, and any written attachments or amendments thereto, constitutes the complete agreement of the parties and any writings or oral representations or understandings not incorporated herein are excluded.

IN WITNESS WHEREOF, the Quileute Tribe and Clallam County have signed this Agreement as of the date and year written below.

Dated this 23rd day of June, 2015.

Clallam County Commissioners



Jim McEntire, Chair of the Board

Quileute Tribe



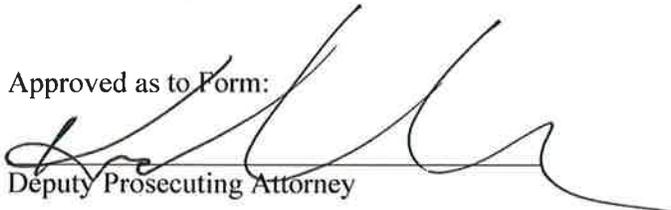
Chairman

Clallam County Sheriff's Office



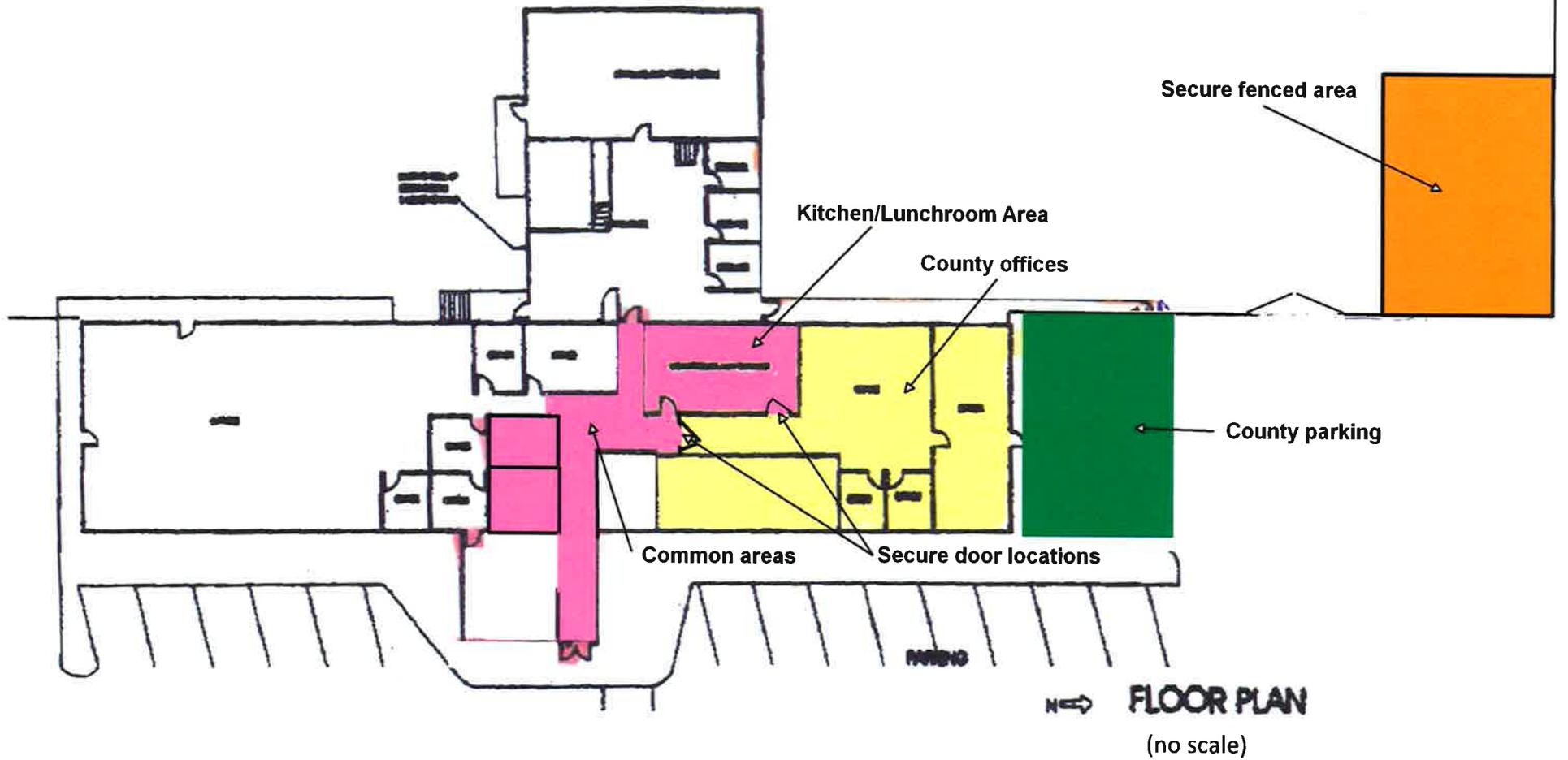
W. L. Benedict, Sheriff

Approved as to Form:



Deputy Prosecuting Attorney

Quileute Tribe 101 Building



196283 Highway 101, Forks, WA

4/27/2015