

**INTERLOCAL AGREEMENT**

**Between**

**Clallam County and the Elwha 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 CLALLAM COUNTY, hereinafter referred to as the "COUNTY" and the ELWHA KLALLAM TRIBE, HEREINAFTER REFERRED TO AS THE "TRIBE".

THE PURPOSE OF THIS AGREEMENT is to specify the funding to be provided by the COUNTY to the TRIBE to support production of a film regarding salmon restoration efforts. This Agreement mutually benefits the COUNTY and the TRIBE, whereas the COUNTY has grant funding from the North Olympic Peninsula Lead Entity for Salmon which can be used to support outreach efforts, and the TRIBE has additional funding and will be managing a contract for production of a restoration video. Therefore, in terms of government efficiency and non-duplication of efforts, it makes sense for the COUNTY and the TRIBE to work as partners in this endeavor.

THEREFORE, IT IS MUTUALLY AGREED THAT:

THE COUNTY AGREES TO: Provide \$3,000 in funding from the North Olympic Peninsula Lead Entity for Salmon (NOPLES), for which the COUNTY is the fiscal agent, to the Elwha Klallam Tribe.

The COUNTY shall provide the TRIBE with needed NOPLES logos and be available for editorial suggestions when needed and prior to film finalization.

THE TRIBE AGREES TO: Use this funding to pay for production of a film regarding salmon restoration efforts on the Elwha River.

The Tribe shall coordinate with the COUNTY to ensure effective messaging and use of NOPLES logos. The Tribe will provide a copy of the finished project to the County.

TERM OF AGREEMENT- This agreement shall be effective from and after Sept 1, 2012 through June 30, 2013, unless terminated earlier pursuant to the provisions of this agreement.

TERMINATION – Any of the parties may terminate their part of this agreement upon 30 days prior written notification to the other party. The parties do not intend to purchase or acquire property (real or personal ) in the performance of this agreement, thus, there is no property to dispose upon termination or expiration of the agreement. However, should property be purchased or acquired during the performance of the agreement, it shall remain with, or returned to, the purchasing party upon termination or expiration of the agreement.

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.

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.

ADMINISTRATION – The COUNTY’s contact person is Cheryl Baumann; Department of Community Development - Salmon Restoration Project Coordinator; 223 East 4th Street; Suite 5; Port Angeles, WA 98362; (360)417-2326. The TRIBE’s contact person is Mike McHenry; Lower Elwha Fishery Office - Habitat Restoration Manager; 2851 Lower Elwha Road; Port Angeles, WA 98363; 360-457-4012 x 14. This agreement will be administered jointly by the contact persons named in this section.

IN WITNESS WHEREOF, the parties have executed the agreement.

 25 June 2013

Signature Date

Michael C. Chapman

Chair - Board of Clallam County Commissioners

 6.28.13

Signature Date

Sonya Tetnowski

Elwha Klallam Tribe Chief Executive Officer

Approved as to form only by:

  
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Brian Wendt  
Deputy Prosecuting Attorney  
Clallam County