

29.11.007

28
11/22/11

INTERLOCAL AGREEMENT BETWEEN
CITY OF PORT ANGELES AND CLALLAM COUNTY
REGARDING ARCHAEOLOGICAL SERVICES

THIS AGREEMENT is entered into and executed this 6th day of December 2011 pursuant to Chapter 39.34 RCW by and between Clallam County, a political subdivision of the State of Washington, (hereafter "County") and the City of Port Angeles, a non-charter code city of the State of Washington, (hereafter "City").

In consideration of mutual benefits to be derived herefrom and covenants made herein, the City and County agree:

Section 1 – Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the County may obtain professional archaeological services from the City.

Section 2 – Services to be Provided by City. The City employs a professional archaeologist on its staff. The County does not. From time to time, the County may determine that it is efficient and economical to obtain selected services from the City's Archaeologist. This Agreement for Archaeological Services allows the County to use the City's Archaeologist on an as needed and as available basis.

Collectively, the above services may be referred to as the "cooperative undertaking."

Section 3 – Insurance and Waiver of Claims. Each party is a member of a self-insurance pool. Each party will rely on its own self-insurance pool for indemnification of any loss, injury, or damage that might arise or result from the services provided pursuant to this Agreement. Each party waives any claim or cause of action it may accrue against the other arising from or as a result of the services provided pursuant to this Agreement. The City makes no representation or warranty regarding the opinions or products that may be delivered to the County under this Agreement.

Section 4 – Representation. No separate legal entity is created by this agreement. The cooperative undertaking will be administered by a joint board consisting of one representative of the City and one representative of the County. The representative of the County will be Joel Winborn at 360.417.2429 and the City's representative will be Nathan West at 360.417.4781.

Section 5 – Financing, Budget, and Compensation. Financing this cooperative undertaking and a budget thereof, shall be established and maintained as follows:

In consideration for the services provided under this Agreement, the County shall pay the City \$72 per hour plus actual expenses incurred.

The City shall deliver to the County an itemized statement of time and expenses incurred at the end of the month for which the services were performed. The County shall pay within 15-days after the billing date.

Section 6 – Property. For purposes of this Agreement, no real or personal property shall be acquired, held, or disposed of.

Section 7 – Term of Agreement. The term of this Agreement shall commence immediately when signed by both parties and continue for two (2) years or until terminated by either party by giving written notice at least 30-days prior to the effective date of termination.

Section 8 – Miscellaneous Provisions.

- A. Amendment. This Agreement may be amended only in writing and only by agreement of all Parties except as set forth in this section.
- B. Assignment. The parties may not assign or subcontract any of their rights or duties under this Agreement except as otherwise provided herein.
- C. Counterparts. This Agreement may be executed in two or more counterparts and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute the same Agreement.
- D. Disputes. Any action to enforce this Agreement will be brought in Clallam County, Washington.
- E. Listing. Pursuant to RCW 39.34.040, this Agreement will be posted on the City and County websites.

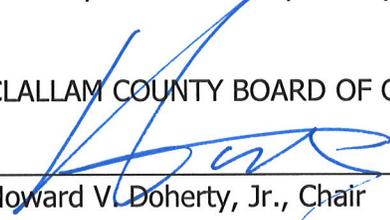
IN WITNESS HEREOF, this Agreement is executed by Clallam County and by the City of Port Angeles, Washington.

CITY OF PORT ANGELES

CLALLAM COUNTY BOARD OF COMMISSIONERS



Kent Myers, City Manager



Howard V. Doherty, Jr., Chair

Date: 12/7/2011

Date: November 22, 2011

ATTEST:

ATTEST:



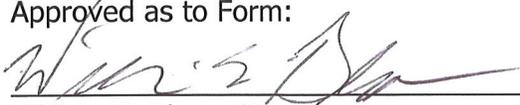
Janessa Hurd, City Clerk



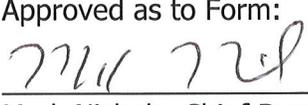
Trish Holden, CMC, Clerk of the Board

Approved as to Form:

Approved as to Form:



William E. Bloor, City Attorney



Mark Nichols, Chief Deputy Prosecuting Attorney