

**INTERLOCAL AGREEMENT
for
DESIGN AND IMPLEMENTATION OF COUNTY ROADSIDE DITCH STORMWATER
MANAGEMENT PRACTICES**

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 CLALLAM CONSERVATION DISTRICT, hereinafter referred to as the "DISTRICT".

THE PURPOSE OF THIS AGREEMENT is to specify the stormwater management services and products to be provided by the DISTRICT and the compensation and services to be provided by the COUNTY for those services and products. This Agreement mutually benefits the COUNTY and the DISTRICT, whereas the DISTRICT is administering a project involving the piping of Cline Irrigation District irrigation ditches that also convey stormwater, and the COUNTY has funding available for enhancements for stormwater treatment and conveyance, therefore the benefits of irrigation water conservation and enhanced stormwater treatment may be realized in a more efficient and effective manner.

THEREFORE, IT IS MUTUALLY AGREED THAT:

The DISTRICT AGREES TO:

1. Provide engineering services necessary for the design of a biofiltration swale and potentially other Best Management Practices (BMPs) for treatment of stormwater associated with Cline Irrigation District irrigation ditches that commingle with County roadside drainage and stormwater runoff ditches. Such services will be a collaborative effort of the DISTRICT and the County Public Works Department. The proposed site of the biofiltration swale is a ditch flowing north from West Anderson Road approximately 650 feet west of the intersection of West Anderson Road and Cays Road at 122 Inner Bay Lane in Sequim, WA.
2. Discuss and negotiate with the landowner (i.e., Duncan) at 122 Inner Bay Lane in Sequim, WA permission for access to the property; siting of biofiltration swale; and maintenance of the proposed BMPs.
3. Provide management and inspection that the biofiltration swale and BMPs are constructed as designed.
4. Submit invoices to the COUNTY for reimbursement of work performed under this agreement.

The COUNTY AGREES TO:

1. Provide review of engineering design prepared by the Clallam Conservation District of the stormwater BMPs for the Duncan property.

2. Provide construction, inspection, and surveying services for the stormwater BMPs.
3. Reimburse the DISTRICT up to but not exceeding \$7,000 for the design, project management and inspection of the stormwater BMPs, and negotiations with the landowner at 122 Inner Bay Lane, Sequim, WA of the mutually agreed to stormwater BMPs described above.

TERM OF AGREEMENT – This agreement shall be effective from and after October 3, 2008, through December 31, 2008, 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.

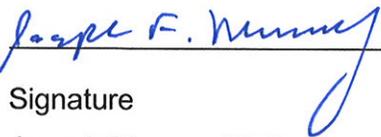
AMENDMENTS – This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by the parties signatory to this agreement.

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.

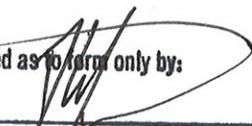
INDEMNIFICATION – To the fullest extent permitted by law, the DISTRICT and the COUNTY shall indemnify, defend, and hold harmless each other, their boards, agents and employees from and against all claims for injuries or death arising out of or resulting from the performance of this agreement.

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 360-417-2493</p> <p> 10/16/08</p> <p>Signature _____ Date</p> <p>James A. Jones, Jr., Clallam County Administrator</p>	<p>CLALLAM Conservation District Address: 1601 E. Front St. Suite A Port Angeles, WA 98362 360-452-1912 x 103; Fax 360-452-5008</p> <p> Oct. 14, 2008</p> <p>Signature _____ Date</p> <p>Joseph Murray, Chair</p>
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Approved as to form only by:



 Douglas E. Jensen
 Senior Deputy Prosecuting Attorney
 Clallam County