



**INTERLOCAL AGREEMENT
for
LIDAR Flight Services**



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 LOWER ELWHA KLALLAM TRIBE, hereinafter referred to as the "LEKT".

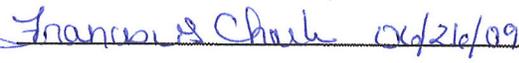
THE PURPOSE OF THIS AGREEMENT is to specify the LIDAR mapping of the Elwha River watershed to be performed by the LEKT and the compensation to be provided by the COUNTY for those services. This Agreement mutually benefits the COUNTY and the LEKT, whereas the COUNTY has money available but lacks staff and the LEKT has the staff available but lacks the money to perform the LIDAR mapping.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. The LEKT agrees to:
 - a. Conduct a LIDAR Mapping Survey of the Elwha River watershed.
 - b. Data collected by these LIDAR Mapping surveys will be made available to the COUNTY.
2. The COUNTY agrees to:
 - a. Pay the LEKT \$9,350 for the LIDAR mapping per Amendment 1 to FCAAP grant #G0800270.
3. 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.
4. 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.
5. TERMINATION – Any of the parties may terminate their part of this agreement upon 30 days prior written notification to the other party.
6. INDEMNIFICATION – To the fullest extent permitted by law, the LEKT 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. SEE ALSO, 6-A, below.

7. 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.

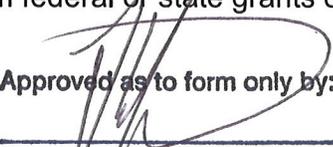
<p>CLALLAM County 223 East Fourth Street, Suite 4 Port Angeles, WA 98362-3015 360-417-2233; FAZ: 360-417-2443</p> <p> 6/26/09</p> <p>Signature Date</p> <p>James A. Jones, Jr., Clallam County Administrator</p>	<p>Lower Elwha Klallam Tribe Address: Lower Elwha Fisheries Office 51 Hatchery Road Port Angeles, WA 98363</p> <p> 06/26/09</p> <p>Signature Date</p> <p>Frances Charles, LEKT Chair</p>
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6-A. LIMITED AND CONDITIONAL WAIVER OF SOVEREIGN IMMUNITY

LEKT authorizes a limited waiver of sovereign immunity from suit to establish its liability, if any, arising under this agreement, and to defend, indemnify and save harmless the County by reason of any and all claims and demands, as set forth hereunder. This limited waiver of immunity is limited only to the provisions of this agreement and shall terminate consistent with the termination of this agreement. Venue for any action filed under this waiver of immunity shall be in the United States District Court, Western District of Washington or if that court lacks jurisdiction, then in the Superior Court of Thurston County; and

Nothing in this Agreement shall be construed to authorize any suit, execution, attachment, or judicial process against the persons or property of LEKT or any of its officers, agents, or employees, or against the LEKT Council or any member thereof, other than as specifically set forth above. In no event shall this agreement be construed to authorize attachment, execution or other judicial process against real property of LEKT, any property held in trust by the United States of subject to restriction against alienation imposed by federal law, or any funds held by or on behalf of LEKT and derived from federal or state grants or contracts.

Approved as to form only by:



Douglas E. Jensen
Chief Civil Deputy Prosecuting Attorney
Clallam County