

Contract #000.26.009

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JUN 30 2026

INTERGOVERNMENTAL AGREEMENT

BETWEEN

**THE HOH INDIAN TRIBE,
CLALLAM COUNTY, AND
THE CITY OF FORKS**

**REGARDING THE PROVISION OF COUNTY AND CITY SERVICES TO
— TRIBAL LAND LOCATED AT
281 WOOD AVENUE, FORKS, WASHINGTON**

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AGREEMENT.

This INTERGOVERNMENTAL AGREEMENT REGARDING THE PROVISION OF COUNTY AND CITY SERVICES TO TRIBAL LAND LOCATED AT 281 WOOD AVENUE, FORKS, WASHINGTON ("Agreement") is between the Hoh Indian Tribe, a sovereign, federally recognized Indian tribal government ("Tribe"), and Clallam County ("County") and the City of Forks ("City"), each a municipal corporation. The Tribe, County, and City are each a Party and collectively the "Parties." The Parties hereby agree as follows:

1 RECITALS.

- 1.1 The Tribe currently owns in fee property located at 281 Wood Avenue, consisting of Clallam County Parcel Number 132809690272 (the "Property"), which is comprised of three units managed by and through the Hoh Tribe Housing Department to provide low-income housing for Hoh tribal members and their families. The Property is within the boundaries of the City of Forks. The Tribe receives funding through the United States Department of Housing and Urban Development Indian Housing Block Grant program to subsidize the cost of providing the housing located at the Property, which requires a cooperative agreement between the Parties to provide for compensation for services to the Property.
- 1.2 The Property is located within the County and City and currently receives County and City services, and the Tribe wishes to continue receiving County and City services to the Property on the same basis as the County and City provide services to other comparable land within the County and City, and the Tribe is willing to continue paying an appropriate amount for those services. As of the effective date of this Agreement, the Tribe pays all assessed property taxes on the Property; however, the Property is eligible for tax exempt status. In the event the Property is classified as tax-exempt, it is the intent of the Parties that the Tribe will continue paying an annual amount equal to property taxes that would have been assessed were the Property not tax-exempt.
- 1.3 The Tribe intends to cover the financial impacts and costs that are incurred by the County and City to provide agreed-upon services to the Property, including the costs of regular County and City services and the cost of any other services and impacts that can be identified by the County, City, or Tribe.
- 1.4 The County and City intend to provide services requested by the Tribe to the Property and the facilities located thereon on the same basis as they provide County and City services to other properties and facilities within the County and City, and to work cooperatively with the Tribe with regard to the Tribe's operation of the Property. The Tribe intends to pay for requested County and City services to the Property as set forth in this Agreement; to reimburse the County and City fairly for other expenses the County and City incur as a result of the Property, and to offset any impacts the Property has on the County and City; and to work cooperatively with the County and City with regard to the Tribe's operation of the Property.
- 1.5 This Agreement does not increase, reduce, or otherwise modify any Party's jurisdiction.

Any payments made to the County or City under this Agreement are made solely pursuant to this Agreement and do not constitute, nor does this Agreement permit the County or City to impose, any tax, fee, charge, or assessment. In the event that the Tribe must submit certain standard information in order to receive any County or City services, the Parties will consider such information (even if provided on a standard application form or similar document) to be submitted solely for practical purposes, to expedite the provision of services pursuant to this Agreement, and agree that it does not constitute a representation or concession by the Tribe regarding the County's or City's jurisdiction or authority.

2 TERM - EFFECTIVE DATE.

- 2.1 Effective Date.** This Agreement will be effective upon full execution of this Agreement by the County, City, and Tribe.
- 2.2 Term.** This Agreement will remain in effect until it is terminated by mutual written agreement of the Parties, or pursuant to Section 2.3.
- 2.3 Termination.** This Agreement may be terminated at any time and for any reason by any Party. Unless otherwise agreed by the Parties, upon written notice of termination by a Party to the other Parties, the Agreement will terminate on the last day of the sixtieth (60th) day following the date of receipt of the written notice of termination by the Party receiving such notice.

3 SCOPE OF AGREEMENT.

This Agreement addresses and resolves issues that the Tribe, the County, and the City have identified as of the date of this Agreement. If issues of concern to any Party with regard to the Property arise in the future, the Parties agree to work cooperatively to resolve such issues by the adoption of Agreement amendments or other agreements, as may be necessary and appropriate. The Parties agree to participate in good faith negotiations toward agreement on such issues whenever requested to do so by another Party.

4 TRIBE'S CONTRIBUTION FOR SERVICES.

- 4.1 Payment of County Assessed Property Taxes.** So long as the Property is not classified as tax-exempt, the Tribe agrees to continue paying property taxes assessed by the County on an annual basis. Such payment of annual property taxes will constitute Tribe's contribution for services under this Agreement.
- 4.2 Contribution In the Event Property Is Classified as Tax-Exempt.**

4.2.1 Tribal Payment to County. In exchange for the County's and City's provision of the services to the Property that would otherwise be funded by property tax revenues, the Tribe agrees to make a contribution to the County annually on or before April 30. The amount of the contribution will be equal to 100% of the Clallam County property tax that is or would be assessed on the Property in that year.

4.2.2 Payment Option. The Tribe may choose to make its contribution under this section no less than quarterly, payable to the County. Payment may also be made by electronic or other means, as agreed by the Tribe and the County.

4.2.3 Determination of Assessment. In the event the Property is classified as tax-exempt, the County will submit to the Tribe its proposed assessment of the amount of the contribution, on or about October 1 of each year. The Tribe will have thirty (30) days after its receipt of the County's assessment to respond to the County's proposed assessment. The Parties will attempt to negotiate and informally resolve any differences in valuation within thirty (30) days thereafter. If the assessment cannot be agreed upon by the Parties within this time frame, it will be submitted to dispute resolution pursuant to Agreement Section 15, and any arbitration award obtained via the dispute resolution process in Section 15 determining the annual assessment for the Property for purposes of this Agreement will be final and binding on the Parties. Pending the final outcome of the dispute resolution process, the Tribe will pay the amount of the previous year's contribution. Depending on the final outcome of the dispute resolution process, either the Tribe will pay any additional amount determined to be due, or the County will refund any overpayment, as applicable, within thirty (30) days thereafter. Except as stated in this subsection, the Tribe will not withhold its contribution or any portion thereof due to a dispute between the Parties.

4.2.4 Assessment Method. The assessment of the Property will not be based on the actual revenues or projected revenues of the Property from the activities located thereon; provided, however, that in determining the valuation of the Property and improvements thereon, the cost approach, income (capitalization of net income) approach, and comparable sales (if applicable) approach to valuation for comparable commercial property may be employed.

- 4.3 County Distribution to State and City. The County will distribute portions of the Tribe's contribution to the State of Washington and the City and special purpose districts. These distributions will equal 100% of the distributions that the County makes for other properties in the City of Forks according to the applicable property tax levies in effect for each year. The County will ensure proper distribution of funds inclusive of the various special purpose districts (e.g., Fire District, Hospital District, School District, Port District).

5 WATER SERVICE.

- 5.1 Provision of Water Service. The City will provide water service to the Property and to the facilities located thereon on the same basis that the City provides water service to other property within the City. The City's existing water service to the Property will continue as is. In the event of future improvements to the Property requiring new water service, the Tribe will perform the actual installation and construction of water service to such improvements, using a water meter provided by the City, except that the City will be responsible for connecting the meter to the water main. Except for City-provided meters, the Tribe will own, operate, and maintain all water improvements on the Property.

5.2 Applications for New Water Service. If the Tribe desires new water service to the Property in the future, then solely for ease of administration on the parts of both the Tribe and the City, the Tribe will file a standard application for water service with the City, and upon regular review and approval, the City will notify the Tribe that the Tribe may proceed to install the service. The City will process the application and issue the appropriate notice to proceed in accordance with standard City procedures for processing such applications and issuing authorizations for water service. Notwithstanding anything to the contrary, however, neither the submission of a standard application nor the submission to any inspection or instructions from the City will in any way constitute a representation or concession by the Tribe regarding the City's regulatory authority.

5.3 Payments for Water Service.

In exchange for the water service provided by the City, the Tribe will make the following payments to the City, provided that such payments are made solely as payments for services pursuant to this Agreement and will not in any way constitute a representation or concession by the Tribe regarding the City's regulatory authority:

5.3.1 System Development Charge. For construction of new water systems, the Tribe will pay the standard City capital facility charges, impact fees, connection, system development, and similar charges (collectively, "System Development Charges") for water systems applicable to the type and size of development to be constructed. The payment will be made within sixty (60) days of the connection to the City meter of the Property improvement.

5.3.2 Meter Charge. The Tribe will pay the standard City charge for the size of meter(s) applied for by the Tribe and approved by the City, for any present and future improvements on the Property. The City will provide the meter to the Tribe and provide any maintenance and repair on the same basis that the City provides such service to other water meters within the City. The service that is applied for and approved will be based upon the intended use and the Parties understand that any improvements that trigger a water main extension or increased storage capacity will require additional design, permitting, construction, and testing, and associated time and expense.

5.3.3 Water Service Payments. The Tribe will make regular monthly payments to the City based on regular rates and charges for water service set by the City for commercial property inside City limits. If the City establishes classes of customers and varies rates charged for water service, the City will charge the Tribe the comparable rate for developments of the size and type of the facilities on the Property. In establishing classes of customers, the City will act in good faith and will not use the establishment of a separate class as a basis to charge the Tribe unique or discriminatory water service rates and charges.

5.4 Public Works Permits. The Tribe will meet or exceed relevant provisions of the Forks Municipal Code ("FMC") if the Tribe's construction work, including but not limited to installation of water service connections, involves construction or obstruction that will

disturb the surface or subsurface of any City street, sidewalk, or right-of-way.

- 5.5 Compliance with City Water Code. The Tribe will meet or exceed the relevant substantive provisions of the FMC, including uniform building, fire, and sewer codes, in receiving water service from the City on the Property.
- 5.6 Water Volumes and Pressure. The Tribe will conduct any necessary or appropriate tests to determine whether there are sufficient water volumes and pressure in the City's water system in the vicinity of the Property to provide adequate volumes and pressure for potable and irrigation water and fire protection purposes. If there are not sufficient water volumes and pressure for these purposes, the Tribe will be responsible for making necessary improvements to the City's water system in the vicinity of the Property in order to provide adequate water and fire-flow service. In the event the Tribe's improvements to the City water system may allow service to other properties, the City will enter into a late-comer agreement with the Tribe to provide for the payment by other properties and payment by City to Tribe of the pro rata share of costs incurred in the water system development. If major water utility infrastructure improvements become necessary, the Tribe and the City agree to work cooperatively towards a reasonable approach and in pursuit of available State and/or federal funding.

6 SEWER SERVICE.

- 6.1 Provision of Sewer Service. The City does currently provide sewer service to the Property. The City will provide sewer service to the Property and associated facilities on the same basis that the City provides sewer service to other property within the City, and the Tribe will pay comparable amounts in exchange for such service. Unless otherwise agreed, the Tribe will perform any additional installation and construction of sewer service to Property and associated facilities. Pursuant to Agreement Section 4, the Tribe and the City may make additional agreements regarding the provision of, and payment for, sewer service should that become necessary in the future.

7 STORM DRAINAGE SERVICE.

- 7.1 Provision of Storm Drainage Service. The City does not currently provide storm drainage and surface water management services ("storm drainage service") to the Property and presently has no plans to provide storm drainage service in the vicinity of the Property in the foreseeable future. In the event that the City extends storm drainage service to the vicinity of the Property in the future, and the Tribe desires to connect to the City's storm drainage service, the City will provide storm drainage service to the Property and associated facilities on the same basis that the City provides storm drainage service to other property within the City, and the Tribe will pay comparable amounts for such service. Unless otherwise agreed, the Tribe will perform the actual installation and construction of storm drainage service to the Property and associated facilities. Pursuant to Agreement Section 4, the Tribe and the City may make additional agreements regarding the provision of, and payment for, storm drainage service should that become necessary in the future. The Tribe will ensure that all new development retains its

associated stormwater within the Property limits.

8 SANITATION SERVICES.

- 8.1 Provision of Sanitation Services. The City does not currently offer sanitation services and presently has no plans to do so in the foreseeable future. In the event that the City does provide, and the Tribe desires, City sanitation services in the future, the City will provide solid waste handling services to the Property and associated facilities, including but not limited to sanitation, garbage, refuse, compost, and recycling services, on the same basis that the City provides sanitation services to other property within the City, and the Tribe will pay comparable amounts for such services. Pursuant to Agreement Section 4, the Tribe and the City may make additional agreements regarding the provision of, and payment for, sanitation services should that become necessary in the future.

9 FIRE PROTECTION AND SUPPRESSION SERVICES

- 9.1 Provision of Fire Protection and Suppression Services. The Tribe is negotiating a Fire Protection Agreement with Clallam County Fire Protection District No. 1 to provide fire protection and suppression services to the Property. The Tribe and the County acknowledge and agree that the Fire Protection Agreement will apply to the Property and associated facilities.

10 EMERGENCY MEDICAL SERVICES.

- 10.1 Provision of Emergency Services. The County (through Clallam County Hospital District No. 1) will provide emergency medical services to the Property and associated facilities on the same basis that the County provides such services to other properties within the County. The County's provision of emergency medical services to the Property and associated facilities will be funded by the Tribe's contribution under Agreement Section 4.

11 LAW ENFORCEMENT SERVICES.

- 11.1 Provision of Law Enforcement Services. The County (through the Clallam County Sheriff) and the City (through the Forks Police Department) will provide law enforcement services to the Property and associated facilities on the same basis that the County and City provide such services to other properties within the County and City. The County and City's provision of law enforcement services to the Property and associated facilities will be funded by the Tribe's contribution under Agreement Section 4.

12 OTHER SERVICES.

- 12.1 In General. The Parties have attempted in this Agreement to identify those County and City services that the Tribe would like the County and City to provide to the Property and/or associated facilities, or which the County and City provide to similarly situated

properties, for which the County and City as a standard practice impose fees or charges on those receiving the services. In the event the Parties identify other County or City services that the County or City provides to other properties within its boundaries as a matter of due course that are paid for by property taxes, the County and/or City will provide the same services to the Property.

13 DISPUTES AND REMEDIES.

13.1 General. The County and City understand that the Tribe is a federally recognized Indian tribe, entitled to all the protections and immunities afforded by the laws of the United States to Indian tribal governments, including but not limited to immunities from suit in tribal, federal, and state courts. Nothing in this Agreement is or may be construed as a general waiver of the Tribe's sovereign immunity, which immunity the Tribe expressly asserts and retains. Except as expressly provided in this Agreement, the Tribe does not waive, limit, or modify its sovereign immunity. The Tribe hereby provides a limited waiver of sovereign immunity from suit on the following terms and conditions, which terms and conditions the County and City expressly accept and acknowledge:

13.1.1 This limited waiver of sovereign immunity by Tribe is granted only to the County and City, and does not extend to any other person, agency, or entity, whether or not an assignee of or successor in interest to the County or City.

13.1.2 This limited waiver of sovereign immunity applies only to disputes under this Agreement and does not apply to non-contractual claims or to claims under any other Agreement between the Tribe and one or both of the other Parties. Nothing in this limited waiver of sovereign immunity creates a contractual relationship with or a cause of action in favor of any third party against the Tribe.

13.1.3 This limited waiver of sovereign immunity applies only to compelling arbitration pursuant to Section 14.6 or the enforcement of an arbitration award against the Tribe in the Hoh Tribal Court pursuant to Section 14.7, provided such arbitration award has been secured in the form and under the terms stated in Section 14.2, below. No court will have jurisdiction to interfere in any way with any pending arbitration, provided that a court may address any actions to compel and questions of arbitrability that may arise as stated in Section 14.6, below.

13.1.4 This limited waiver of sovereign immunity will be effective as of the date of this Agreement and will expire one year following the completion, expiration, termination, or cancellation of this Agreement, except that the Tribe's limited waiver of sovereign immunity will remain effective for any arbitration proceeding then pending until the conclusion of any enforcement action (including appeals) therefrom in the Hoh Tribal Court, and until the full satisfaction of any awards or judgments which may issue from such proceedings, provided that the action to collect such awards or judgments has been filed in the Hoh Tribal Court within one year after the date of the award or judgment.

13.1.5 Any recovery under this limited waiver of sovereign immunity must not

exceed the payments for services the Tribe has agreed to make under this Agreement and may only access unobligated tribal funds. This limited waiver of sovereign immunity is not, and may not be deemed to be, a consent by the Tribe to the levy of any judgment, lien, or attachment on any real property or any other personal property. This limited waiver of sovereign immunity is limited to the term of this Agreement.

- 13.2 Procedures. All disputes between the Parties and all claims arising under or related to this Agreement ("dispute(s)") will be subject to the dispute resolution procedures set forth in this Section 13 and no Party will be permitted or entitled to bring any claims or other disputes in tribal, federal, or state court. In other words, should a dispute arise, the Parties will be required to: (1) negotiate in good faith according to Section 13.3; (2) mediate according to Section 13.4; and (3) arbitrate according to Section 13.5, in that order. Arbitration may only be compelled, and an arbitration award may only be enforced in the manner described in Sections 13.6 and 13.7, respectively, below.
- 13.3 Good Faith Negotiations. The Parties will attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this Agreement. Any Party may initiate negotiations by providing written notice in letter form to another Party, setting forth the subject of the dispute, all relevant facts related to the dispute, and the relief requested. The recipient of such notice will respond within fifteen (15) business days with a written statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) days after the date of the responsive written correspondence in order to exchange relevant information and perspectives, and to attempt to resolve the dispute.
- 13.4 Mediation. If the Parties' good faith negotiations are unsuccessful in resolving the dispute, any Party involved in the dispute may commence mediation by providing to the other Party (or Parties) involved in the dispute a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties involved in the dispute will cooperate with the Peninsula Dispute Resolution Center ("PDRC") and with one another in scheduling the mediation proceedings, which will be administered by PDRC and take place in Port Angeles, WA (or, if the Parties agree, may take place remotely). The Parties will proceed with mediation under the procedures established by the PDRC mediator. Any dispute resolution achieved through mediation will be set forth in writing (after an appropriate opportunity for review by the Parties' respective legal counsel) and will be enforceable under Section 13.7, below.
- 13.5 Arbitration. If the dispute is not resolved by mediation, it will be resolved by final binding arbitration by JAMS in Seattle, WA, using one arbitrator and following the JAMS Comprehensive Arbitration Rules and Procedures (effective June 1, 2021) (the "JAMS Rules"), except that JAMS Rules 11(b) and 25 will not apply, and the provisions of Sections 13.6 and 13.7, below, will govern instead. Any Party involved in the dispute may initiate arbitration, by providing a written notice of its intention to arbitrate to the other Party (or Parties) involved in the dispute, upon either a written determination by the mediator or the Parties' mutual written agreement that mediation has been unsuccessful, or

at any time at least sixty (60) days after the initial meeting with the mediator. Following a Party's receipt of the written notice of the other Party's intention to arbitrate, the Parties involved in the dispute will make a good faith effort to select an arbitrator as provided in Rule 15 of the JAMS Rules. The arbitrator selected must have at least ten years of legal experience in federal Indian law and contract law. If the Parties' selection process does not yield an agreed-upon arbitrator, JAMS will select one with such qualifications. If appropriate, the arbitrator may decide the dispute on summary disposition, unless the parties agree otherwise. Relief awarded by the arbitrator must be in accordance with this Agreement Section 13 and may include direct monetary damages, equitable relief, and specific performance, but may not include loss of profit, indirect, incidental, special, consequential, or punitive damages. The award rendered by the arbitrator will be final and may be enforced in accordance with applicable law only as provided in Section 13.7, below.

- 13.6 **Compelling Arbitration.** As against each Party, actions to compel arbitration and questions of arbitrability of a claim will be determined by the same court designated for enforcement of an arbitration award against that Party in Section 13.7, below.
- 13.7 **Enforcement of Arbitration Award.** If an arbitration award is against the County and/or City, and in favor of the Tribe, judgment may be entered upon it in any court of competent jurisdiction. If the arbitration award is in favor of the County and/or City, and against the Tribe, judgment may be entered upon it exclusively in the Hoh Tribal Court. The Parties agree that the Hoh Tribal Court will only enforce the award rendered by the arbitrator and that such award is not subject to any appeal, objection or reconsideration in the Hoh Tribal Court other than as permitted of a federal court under 9 U.S.C. §§ 10 or 11. Moreover, the Tribe expressly states, and the County and City understand and acknowledge, that the Tribe does not waive its sovereign immunity from suit in any other court or otherwise consent to the jurisdiction of any other court for any purpose.

14 MISCELLANEOUS.

- 14.1 **Governing Law.** The validity, construction, interpretation, and legal effect of this Agreement will be governed by the laws of the State of Washington.
- 14.2 **Amendments.** Any Party may give the other Parties written notice at any time, initiating negotiations to amend, modify, or terminate this Agreement. In such event, the Parties will enter into good faith negotiations regarding the proposed amendment, modification or termination. This Agreement will remain in effect until amended, modified or terminated pursuant to such negotiations, or terminated as elsewhere provided by this Agreement. Any amendment must be in writing and signed by a duly authorized representative of each Party to be effective.
- 14.3 **No Taxation or Regulation by the County or City.** Nothing in this Agreement authorizes or will be deemed to authorize the County or City to impose any tax, fee, charge, or assessment upon the Tribe, Tribal Property or any Tribal activity, or to exercise any regulatory authority over the Tribe, Tribal Property or any Tribal activity, except for payments or regulatory authority expressly authorized by this Agreement.

- 14.4 Preservation of Tribal Self-Government. Nothing in this Agreement authorizes the County or City to regulate or interfere in any manner with the government of the Tribe.
- 14.5 Rights Limited to Parties. This Agreement is exclusively for the benefit of and governs only the respective authorities and relations between the Tribe, the County, and the City, and does not create, grant or confer any rights whatsoever to any third party, person or entity.
- 14.6 Notices. All notices required or permitted under this Agreement will be given by first class mail, postage prepaid. Notice so mailed will be deemed to have been received on the third (3rd) business day following the date of mailing. Notices will be to the following addresses or to such alternative addresses as are provided for in a written notice given by one Party to the others pursuant to this Section:

For the Tribe:

Hoh Tribal Chair
P.O. Box 2196
Forks, WA 98331

With a copy to: Hoh Tribe Executive Director
P.O. Box 2196
Forks, WA 98331

For the County:

County Administrator Clallam County
223 E 4th St., Ste. 4
Port Angeles, WA 98362

For the City:

Mayor
City of Forks
500 E. Division St.
Forks, WA 98331

With a copy to: City Attorney City of Forks
500 E. Division St.
Forks, WA 98331

The Parties are also encouraged to communicate with each other by phone, e-mail, or by other communication methods, but the method specified in this section is required for all official notices unless expressly agreed to in the alternative in writing.

- 14.7 Severability. In the event any section or provision of this Agreement is held invalid, any Party may initiate negotiations pursuant to Agreement Section 14.2 to amend or modify this Agreement in response to such invalidity and, if the Party is not satisfied with the

outcome of such negotiations, may terminate this Agreement by giving written notice of termination to the other Parties pursuant to the terms of this Agreement. If no Party exercises its rights under this subsection, it is the intent of the Parties that the remaining sections and provisions of the Agreement will continue in full force and effect.

14.8 Integration - Construction. This Agreement contains the complete and exclusive expression of the Parties' intent and agreement. Each Party was advised by the legal counsel of its choice and participated in the drafting of this Agreement to the extent desired. The Parties therefore agree that any rule of construction to the effect that an agreement should be construed against the drafter will not apply.

DATED this 24th day of June, 2026

Hoh Indian Tribe

Darlene Hollum
Darlene Hollum, Chairwoman

ATTEST:

Jahnee J. Hudson

DATED this 24th day of June, 2026

City of Forks

Tim Fletcher for and
Mayor attest

ATTEST:

Camryn DePen
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

DATED this 30 day of June, 2026

Clallam County


~~Todd Miller, County Administrator~~
Board of Clallam Commissioners
Mike French, Chair

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:

Mark B. Nichols, Prosecuting Attorney


Approved as to form only by:

Jay Reno
Civil Deputy Prosecuting Attorney
Clallam County