

INTERLOCAL AGREEMENT  
FOR  
EXTERNAL & PUBLIC AFFAIRS SERVICES

This agreement is made this 12 day of June 2014, pursuant to RCW 39.34.030 et seq., between the Port of Ilwaco (Ilwaco), a port district of the State of Washington, and the Port of Chinook (Chinook), a port district of the State of Washington. Ilwaco is seeking grants and other sources of funding for channel maintenance and dredging costs for its port district, and Chinook, as an adjoining port district, also needing the same. The parties agree that sharing services promotes the cost-effective and efficient use of public resources. The parties desire to enter into an agreement for sharing services, and defining legal relationships and responsibilities. In consideration of the mutual obligations and benefits herein set forth, the parties agree as follows:

1. Ilwaco will use its best efforts to advocate on behalf of Chinook for funding to maintain their entrance channel, obtain funding for dredging and other port issues as mutually agreed by the parties. Ilwaco will work with state and federal policy makers and funding agencies on behalf of Chinook. Ilwaco will provide reports at least monthly to Chinook in such format as mutually agreed by the parties. Ilwaco will make its best effort to advocate for funding to maintain their channel and dredging needs within our combined region however Ilwaco cannot insure funding outcomes will be equal, fair or otherwise interpreted between the two parties, on an ongoing basis, due to the nature of the funding system and circumstances outside control of Ilwaco.

2. Chinook will pay Ilwaco \$1,000 per month for providing services seeking funding dredging. Ilwaco will notify Chinook in advance of any meeting pertaining to these services outside of Washington or Oregon State, and under such circumstances, Ilwaco will be reimbursed for 33% of any meeting and related travel expenses incurred from one Ilwaco representative. Upon conclusion, Ilwaco will provide Chinook with a detailed invoice for their records and payment will be due within 30 days.

3. The parties are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this Agreement. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and condition of their employer. No user shall be responsible for the direct payment of any salaries, wages, compensation or benefits for providers' workers performing services on behalf of user under this agreement. No user shall be liable for compensating or indemnifying any employee of a provider for any injury or work arising in any way out of work provided pursuant to this Agreement.

4. Each party shall be solely responsible for its own acts, and those of it employees and officers under this Agreement. No party shall be responsible or liable for consequential damages to another party arising out of providing services under this Agreement.

5. This Agreement shall be effective upon execution by the last signatory and remain in effect until terminated Either party may terminate its participation by providing thirty (30) days written notice to the other party. Any amounts due and owing by a terminating party shall continue as a debt and shall be paid within thirty (30) days of termination.

6. This Agreement shall be governed by the laws of the State of Washington. Any action commenced in connection with this Agreement shall be in the Superior Court of Pacific County.

7. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or when deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the Manager of each respective port.

8. Time is of the essence in the performance of the terms of this Agreement. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. The parties shall waive, alter, modify, supplement or amend this Agreement without a written instrument signed by both parties.

9. Ilwaco and Chinook are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

**For the PORT of ILWACO:**

*J. J. Se*                      7-7-14  
Signature                                      Date

Manager  
Title

**For the PORT OF CHINOOK:**

*Ken Greenfield*                      6-12-14  
Signature                                      Date

Commissioner  
Title