

INTERLOCAL AGREEMENT
FOR
ILWACO CITY PARK RENOVATION PROJECT

This agreement is made this 28th day of March 2016, pursuant to RCW 39.34.030 et seq., between the Port of Ilwaco (Port), a port district of the State of Washington, and the City of Ilwaco (City), a municipal government in the State of Washington.

The City has been the recipient of grant funds from the Washington State Recreation and Conservation Program for renovation of the Ilwaco City Park. The Port, upon request from the City for matching funds for the grant, approved contributing up to \$20,000 in cash and \$5,000 in kind to the City for the City Park Renovation Project. The total project cost is budgeted at \$300,000, with 50% of the funds supported by the grant and 50% from local matching funds. The parties desire to enter into an agreement to facilitate the Port's contribution and define legal relationships and responsibilities. In consideration of the mutual obligations and benefits herein set forth, the parties agree as follows:

1. As a condition of Port Resolution 15-846, approved on September 21, 2015, an executed Interlocal Agreement between the Port and the City is required prior to execution of the Port's commitment being exercised. (The Resolution specified an interlocal agreement being executed no later than December 15, 2015 however the Port is open to extending this date as may be needed to facilitate this agreement.)
2. Any and all contributions made by the Port to the City shall be made no earlier than April 30, 2016 and no later December 15, 2016. The City shall provide the Port with a written request(s) for contributions of cash and/or in kind materials or services. A maximum amount of \$20,000 in cash and \$5,000 in-kind represents the Port's commitment to the City. Requests by the City are subject to satisfactory review by the Port prior to the contribution being exercised.
3. The Port requests to receive public recognition for its contributions with signage displayed on the public picnic facility denoting the Port's partnership with the community for the improvement and betterment of the park facility.
4. The City has provided the Port with the executed grant agreement from the State. The Port expects the City to perform within the terms of the grant agreement to fully complete the project.
5. 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.

6. Each party shall be solely responsible for its own acts, and those of its 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. The Port and Ilwaco 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:



Signature


3/24/16

Date

CHAIRMAN

Title

For the CITY of ILWACO:



Signature

Date

Mayor

Title

3/28/16