

MAR 01 2017

**SERVICE AGREEMENT  
BETWEEN  
CITY OF ILWACO  
AND  
PORT OF ILWACO**

This Agreement is made and entered into this 27<sup>th</sup> of February, 2017, between the **City of Ilwaco**, hereinafter referred to as "the City" and the **Port of Ilwaco**, hereinafter referred to as "the Port", both municipal corporations created and existing under the laws of the State of Washington.

WHEREAS, the City presently financially supports law enforcement services within the Port's marina and boatyard area, as well as the administrative services necessary to support said programs; and

WHEREAS, the parties desire to provide for a more efficient means of providing law enforcement services within the Port's marina and boatyard area and the Port desires to assist the City for one year to support an additional police officer retained by the City through an Interlocal agreement with the City of Long Beach;

WHEREAS, the parties desire to cooperate to best provide facilities and services, as they may pertain to the purposes for which they serve, for the citizens of the City of Ilwaco and the citizens within the Port's marina and boatyard area, and for the community at large.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereafter set forth, the parties do hereby agree as follows:

1. TERM:

The term of this Agreement shall be for one fiscal year (2017), in effect once this Interlocal is executed by both parties. This agreement does not provide for renewal.

2. THE PORT SHALL:

Pay to the City \$2,000 for the year 2017 for the services mentioned above. Payment shall be made in one lump sum received by December 15, 2017.

3. THE CITY SHALL:

By entering into this Agreement, the City does not incur a special duty to the Port, the property owners or occupants of the Port District.

4. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

Each of the parties agrees that, insofar as it is authorized to do so, from time to time, under the laws

of the State of Washington, it will protect, save and hold harmless the other party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.

The parties further agree that in the case of negligence by both, any damages, costs, or other expenses allowed shall be levied in proportion to the percentage of negligence attributable to each party.

5. DEFAULT:

Failure by either party to perform its obligations under the terms and conditions of this Agreement shall be deemed a breach and shall entitle the other party to declare a default.

6. WAIVER:

Failure by either party to strictly enforce any provision hereof or to declare a breach shall not constitute a waiver thereof, nor shall it waive said party's right to demand strict performance of that or any other provision of this Agreement at any time thereafter.

7. ENTIRE CONTRACT:

This instrument constitutes the entire agreement between the parties and supersedes all prior agreements. The parties further acknowledge that any oral representations or understandings not included herein are excluded and agree that any modification of this Agreement shall have no force or effect unless in writing signed by both parties.

8. TERMINATION:

This Agreement may be terminated by either party when that party gives notice to the other party in writing at least 30 days prior to its intended withdrawal from this Agreement.

9. SEVERABILITY:

Should any portion, clause, term, article or other provision of this Agreement be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular clause or provision held to be invalid.

To the City:  
City of Ilwaco  
Attn: City Clerk  
PO Box 548  
Ilwaco, WA 98624

To the Port:  
Port of Ilwaco  
Attn: Port Manager  
PO Box 307  
Ilwaco, WA 98624

APPROVED by the City of Ilwaco Council and signed by the Mayor of Ilwaco this 27<sup>th</sup> day of, Feb. 2017.

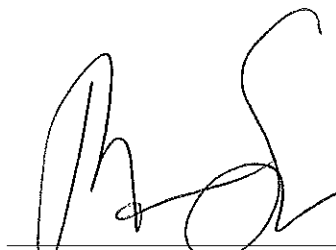
City of Ilwaco Mayor

  
\_\_\_\_\_  
Mike Cassinelli

APPROVED by the Commissioners of the Port of Ilwaco and signed by the Chair this 21<sup>st</sup> day of, February 2017.

Port of Ilwaco Commissioners:

\_\_\_\_\_  
Dave Nichols - Chairman

  
\_\_\_\_\_  
Butch Smith

  
\_\_\_\_\_  
Robert B. Hamilton