

INTERLOCAL AGREEMENT
FOR
COMBINED ECONOMIC IMPACT ANALYSIS

This Agreement is made this 6th day of August, 2018, effective August 9TH, 2018 ("effective date"), pursuant to RCW 39.34.030 et seq., and RCW 53.080.240 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. In this Agreement, the two Ports are referred to collectively as "the Ports" or "the Parties".

WHEREAS, by the authority granted in RCW 39.34.030 et seq. units of local government may enter into agreements with other units of local government, and by RCW 53.08.240 Ports may enter into agreements with other Ports, for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, the Port of Ilwaco and Port of Chinook currently operate under an interlocal agreement for Ilwaco to provide inclusive management services to Chinook; and

WHEREAS, the Commissions of both Ports will remain accountable to the constituents in their respective Districts and believe cooperative efforts between the Ports best serves their common purposes, communities and users; and

WHEREAS, both Ports share the common interest of supporting commercial and recreational fishing given their importance to our local and regional economy and heritage of our coastal community.

WHEREAS, a combined economic impact analysis relative to both ports will assist in identifying the economic contribution of the ports in the local and regional community, and;

WHEREAS, data and information from the analysis can aid both ports in defining their story to local constituents, port tenants, local businesses, legislators, grantors and the general public, and;

WHEREAS, data and information from the report can be used to access external funding sources for the improvement of each port's facilities and services, benefitting port users, tenants and the communities and region served by the ports.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties desire to enter into an agreement setting forth the conditions of the combined dredging plan provisions of marina dredging services as follows:

A. ILWACO RESPONSIBILITIES

1. Ilwaco will take on tasks necessary to develop a scope of work procure a qualified consultant to complete the project.
2. Review proposals provided by consultants, and with the concurrence of the Chinook Commissioners, retain a consultant for the project.

3. Coordinate with the consultant to provide necessary data and information relative to Ilwaco's operation (marina, boatyard and leased properties) and coordinate with tenants and users of Ilwaco, as may be requested by the consultant.
4. Payment to the consultant will be done by the Port of Ilwaco. The project cost shall be split two-thirds Ilwaco and one-third Chinook, as approved by each respective Commission. The project budget is estimated between \$15,000 - \$25,000, subject to refinement of the scope of work and negotiation with the consultant. All efforts will be made to procure an effective plan at a reasonable cost.
5. A copy of the plan (hardcopy and electronic) will be provided to Chinook. The plan may include port specific information or aggregated data/combined information.

B. CHINOOK RESPONSIBILITIES

1. Coordinate with Ilwaco and review proposals provided by consultants. Upon concurrence of the Chinook Commissioners, as represented by the Port of Ilwaco manager, Ilwaco will retain a consultant for the project.
2. Coordinate with the consultant to provide necessary data and information relative to Chinook's operation (marina and leased properties) and coordinate with tenants and users of Chinook, as may be requested by the consultant.
3. Payment, with respect to Section A (4) above, shall be made within 30 days of the completion of the plan, as invoiced by the Port of Ilwaco. No additional administrative fees shall be charged to Chinook by Ilwaco outside the existing interlocal agreement for inclusive management services.

C. INDEMNITIES

1. At all times during this Agreement, to the fullest extent permitted by law, Chinook shall defend, indemnify, reimburse and hold harmless Ilwaco from and against any and all claims, demands, fines, damages for bodily injury and damage to property, to the extent caused by Chinook or otherwise the responsibility of Chinook but for this Agreement. The duty to defend shall arise immediately and shall include, but not be limited to, all fees and costs of any arbitration, mediation or other settlement efforts, the costs of any experts retained to assist with the defense, the cost of trial preparation.
2. Chinook will also hold Ilwaco harmless for any financial decision made by Chinook and implemented by Ilwaco pursuant to the directive of Chinook's governing Board.
3. At all times during this Agreement, to the fullest extent permitted by law, Ilwaco shall defend, indemnify, reimburse and hold harmless Chinook from and against any and all claims, demands, fines, damages for bodily injury and damage to property, to the extent caused by Ilwaco or otherwise the responsibility of Ilwaco but for this Agreement. The duty to defend shall arise immediately and shall include, but not be limited to, all fees and costs of any arbitration, mediation or other settlement efforts, the costs of any experts retained to assist with the defense, the cost of trial preparation.

D. INSURANCE – refer to the provisions set forth in the interlocal agreement for inclusive management services.

E. MISCELLANEOUS PROVISIONS

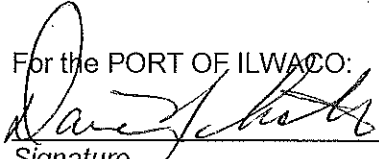
1. This Agreement shall be effective upon dual execution by both Ports, and remain in effect until December 31, 2018, or upon earlier termination as authorized in this Agreement. If terminated early by either party, reimbursement of costs incurred by either port shall be determined by mutual agreement of the port commissions.
2. Either Party may terminate its participation by providing ten (10) 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 twenty-one (21) days of termination. If the agreement is terminated any residual State funding allocated between the parties will be subject to a determination by the State, and potentially by mutual agreement of the parties, disbursed or withheld as concluded.
3. Each Party is an independent contractor and there is no employment relationship between the Parties.
4. Each Port shall continue to comply with all applicable local, state and federal regulations and laws.
5. Notwithstanding any provision of this Agreement, neither Ilwaco nor Chinook shall be authorized to perform or receive or pay for any service which is not authorized by the laws of the State of Washington.
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.
9. 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.
10. This Agreement may be modified or amended by mutual agreement of the Port Commissions at any time. However, the Parties shall not waive, alter, modify, supplement or amend this Agreement without a written instrument signed by both Parties. The Parties contemplate that the Agreement may require modification or amendment as the services necessary to be provided and cost for those services are clarified over the term of the Agreement. The Parties understand that the services provided by this Agreement may evolve as the Agreement matures, and may change in quantity depending on the amount of work required, particularly seasonal and emergency work. These kinds of changes are not the type of changes that require prior Board approval.
11. In the event that a dispute arises under or related to the terms of this Agreement including, but not limited to, its enforcement or interpretation, the Parties agree to meet and confer to

attempt to resolve the dispute through the Executive Director of Ilwaco and Chair of each Port Commission prior to the initiation of litigation.

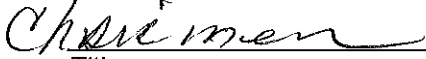
12. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

13. 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:

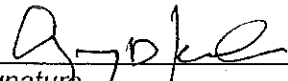


Signature




Title

For the PORT OF CHINOOK:



Signature



Title

Attest:



Tricia Needham, Auditor, Port of Ilwaco