

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF ILWACO AND PORT OF ILWACO**

This Agreement made and entered into this 23rd day of June 2014, by and between the City of Ilwaco, a Washington Municipal Corporation, hereafter referred to as "CITY" and the Port of Ilwaco, a Washington Port District, hereafter referred to as "PORT."

WHEREAS, by the authority granted in RCW 39.34, units of local government may enter into agreements with other units of local government 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 CITY has equipment and staff to provide street sweeping and mowing services; and

WHEREAS, the PORT does not have the necessary equipment and desires to have those services performed as needed,

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter set forth, it is mutually agreed as follows:

1. CITY will provide equipment and personnel to sweep the Howerton Way parking lot and mow the east bank of PORT property along Baker Bay and airport ditch at such times as are agreed between the parties. In so doing, CITY shall be deemed an independent contractor. CITY shall meet the technical standards of the PORT, but shall retain full control over the manner and means of using the equipment.
2. CITY will charge \$75 per hour for the equipment and operators. The rate may increase by as much as 4% per year for each year this agreement remains in effect. Services will be invoiced and paid on a project-by-project basis. CITY will invoice PORT and PORT will make payment within 30 days of receipt of invoice.
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. CITY shall be responsible for the direct payment of any salaries, wages, compensation or benefits for CITYs' workers performing services on behalf of PORT under this agreement. CITY shall not be liable for compensating or indemnifying any employee of PORT 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 its employees and officers under this Agreement. No party shall be responsible or liable for consequential damages to another party arising out of providing or using equipment or services under this Agreement. CITY shall, within the limits of Washington Law, hold harmless, indemnify and defend the PORT, its officers, agents and employees from all claims arising solely by reason of any act or

failure to act by the CITY or its employees. Notwithstanding the above, the PORT shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the provider regarding site conditions or other aspects of the project.

5. 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 effective upon execution by the last signatory.

**City of Ilwaco**  
**Ilwaco, Washington**

**Port of Ilwaco**  
**Ilwaco, Washington**

\_\_\_\_\_  
Mike Cassinelli, Mayor

\_\_\_\_\_  
Port of Ilwaco Commission, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_