

JUL 11 2006

PORT OF PORT TOWNSEND
ADMINISTRATION OFFICE

**INTERLOCAL AGREEMENT
BETWEEN
JEFFERSON COUNTY AND THE PORT OF PORT TOWNSEND**

This Interlocal Agreement is made and entered into pursuant to the provisions of Chapter 39.34 RCW by and between the County of Jefferson and the Port of Port Townsend. Either party to the agreement, the requesting party (hereinafter Requester) and the providing party (hereinafter Provider) may request work, equipment rental or materials from the other party as they find mutually beneficial.

I. RECITALS

WHEREAS, both parties employ persons who specialize in certain types of projects, and also owns certain types of equipment and materials;

WHEREAS, each party may from time to time, find it advantageous or desirable to have certain work performed by the other party or its contractor and /or to obtain the use of equipment or materials from the other party for specific projects;

WHEREAS, both parties, will benefit from cooperation on projects in this manner;

WHEREAS, Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements for their mutual benefit;

Now, therefore, the County of Jefferson and the Port of Port Townsend, through their respective legislative bodies, do hereby agree as follows:

PURPOSE OF AGREEMENT: The purpose of this agreement is to provide for cooperation between parties in projects by allowing either party to request that certain work be performed by the other or its contractors, or that either party be allowed to rent certain pieces of equipment owned by the other party, or purchase materials owned by the other party.

ADMINISTRATION OF AGREEMENT: Both parties will administer this agreement.

DURATION OF AGREEMENT: This agreement shall take effect upon execution of the agreement by both parties and shall remain in effect until terminated.

TERMINATION OF AGREEMENT: Either party may terminate this agreement by giving ten days written notice to the other party.

ACQUISITION OF PROPERTY: Unless otherwise agreed to in writing, any property acquired by either party pursuant to this agreement shall remain property of that party.

REQUESTS: Whenever either party desires to obtain work by or to rent equipment or purchase materials from the other party pursuant to this agreement, the Requester shall make a request for said work or equipment in a form required by the Provider.

REVIEW & APPROVAL OF REQUEST: The request will be reviewed by the Provider and the Provider's work crews to perform the work requested and/or the requested equipment/materials. The Provider's Director, or his designee, shall have final decisions as to approval of either the work crew, equipment or materials.

FULFILLMENT OF REQUESTS: If the request is approved by the Provider, as set forth in this agreement, the Provider will perform the work requested or provide the equipment or materials requested.

EMPLOYEES: All employees assigned to projects pursuant to this agreement, remain employees of their respective agency at all times and shall perform the work requested under sole supervision of their agency. Labor, procedures, equipment and materials in performance of projects pursuant to this agreement shall be mutually agreed to in writing.

EQUIPMENT: Equipment to be provided pursuant to this agreement shall be inspected by both parties prior to use. The Requester using the equipment shall bear responsibility for insuring that operators of said equipment are properly trained in the use of said equipment. Requester shall compensate the Provider for any and all losses and/or damages occurring while equipment is in possession of the Requester.

FINANCIAL RESPONSIBILITY: The Requester shall be solely responsible for all costs of Requester's project, and administration of all grant funds, if any, related to the Requester's project.

REIMBURSEMENT: Requester shall reimburse Provider for all costs of direct and indirect labor (including fringe benefits), administration, equipment rental, engineering, materials and supplies for the project performed pursuant to this agreement. Requester shall reimburse Provider for use of equipment at the rate determined by Provider's Director or his designee. Provider shall submit a statement to Requester after performance or delivery and with thirty (30) days Requester shall remit thereon.


HOLD HARMLESS: Each party shall defend, indemnify and hold harmless the other party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractors arising from the performance of this agreement.

INSURANCE: Provider may require, as a condition of performance of the project and/or provision of equipment that Requester obtain public liability insurance, naming Provider as an additional insured. If Provider so requires, it shall notify Requester and give Requester the option to withdraw its request.

DATED this 3rd day of July, 2006.

PORT OF PORT TOWNSEND


BOARD OF COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

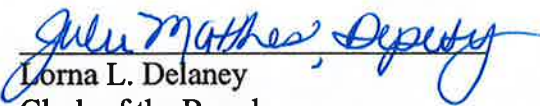

Executive Director


Phil Johnson, Chair




David W. Sullivan, Member


Patrick M. Rodgers, Member


Lorna L. Delaney
Clerk of the Board

Approved as to form only this 9th day of
JUNE, 2006.


Deputy Prosecuting Attorney


Frank Gifford
Public Works Director