

INTERLOCAL AGREEMENT
BETWEEN
CITY OF GEORGE AND GRANT COUNTY PORT DISTRICT NO. 1
FOR THE
DESIGN AND CONSTRUCTION OF INDUSTRIAL PARK NO. 5 STREET
IMPROVEMENTS

THIS AGREEMENT is made and entered into by and between the City of George ("City"), a non-charter code city, and Grant County Port District No. 1 ("Port"), a port district.

WHEREAS, the Port acquired and subdivided Industrial Park No. 5 for the purpose of establishing sites for future business and industry;

WHEREAS, the City has previously purchased a parcel within Industrial Park No. 5 for the construction of a municipal well;

WHEREAS, both parties desire to clarify the respective roles and responsibilities for the design and construction of street improvements within Industrial Park No. 5 ("Project"); and

WHEREAS, the parties are authorized to enter into an interlocal agreement pursuant to Chapter 39.34 RCW in order to jointly accomplish the Project;

NOW THEREFORE, it is mutually agreed as follows:

1. Purpose. The purpose of this Agreement is to set forth the mutual obligations, responsibilities, and rights of the City and Port for the design and construction of street improvements within Industrial Park No. 5. No separate legal entity is created by this Agreement.
2. Duration. This Agreement shall become effective immediately upon execution by all parties and recording or posting on the website of one of the parties pursuant to RCW 39.34.040. The Agreement shall remain in effect until the improvements are accepted by the City, the Port has made arrangements for the payment of all costs of the Project, and the warranty period for any public works has expired. The parties anticipate that the project will be complete by December 2019.
3. Project Description. The Project includes the following street improvements within Industrial Park No. 5: approximately 1,400 lineal feet of roadway, from Beverly Burke Road into Industrial Park No. 5, including, but not limited to, excavation, grading, subgrade preparation, gravel borrow, crushed surfacing aggregate courses, hot mix

asphalt pavement, driveway entrances, permanent signing, pavement marking, miscellaneous surface restoration, traffic control, and an illumination system.

4. Preliminary Project Schedule. The parties anticipate that the design and construction of the street improvements shall be complete by December 2017 and the warranty period shall be complete by December 2019.
5. Project Financing. The Port shall be solely responsible for funding the design and construction of the Project.
6. Design and Construction of Improvements. The Port shall be the lead agency for the design and construction of the Project.
 - 6.1 All improvements shall be designed and constructed to City standards and in compliance with all federal, state, and local laws and regulations, including compliance with public works bidding and any required worker safety programs.
 - 6.2 The Port shall ensure that copies of all documents, including plans, specifications, and "as-built" drawings, for the Project are distributed to the City.
 - 6.3 The Port shall require any construction contractor awarded any contract for the Project to provide the City with a certificate of insurance and endorsement specifically naming the City as an additional insured prior to the contractor commencing work on the construction project. The contractor shall provide at least \$1,000,000.00 in general liability coverage and shall include automobile insurance.
7. Acceptance of Improvements. Upon completion of the improvements, the City shall review the improvements and provide notice to the Port of any deficiencies or of acceptance of the improvements within thirty (30) days after the Port's notice of completion. Upon acceptance by the City, any right of way shall be dedicated to the City and the Port shall transfer all interest in the improvements to the City. Upon transfer, the improvements shall become part of the City's street system and the City shall be responsible for all further operation and maintenance costs of the improvements.
8. Easements. The Port shall assist the City in obtaining any additional easements necessary to operate and maintain the street system.
9. Indemnification.
 - 9.1 The Port shall hold harmless, indemnify and defend the City, its officers, officials, employees, contractors, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability

or death to persons or damage to property or business, caused by or arising out of the Port's negligent or intentional acts, errors or omissions in the performance of this Agreement and arising by reason of the Port's participation in this Project; PROVIDED, HOWEVER, that the Port's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the City, its officers, officials, employees, contractors, or agents; PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the Port's obligations hereunder shall apply only to the percentage of fault attributable to the Port, its officers, officials, employees or agents; PROVIDED FURTHER, by mutual negotiation, the Port expressly waives, as respects the City only, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

9.2 The City shall hold harmless, indemnify and defend the Port, its officers, officials, employees, contractors, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the City's negligent or intentional acts, errors or omissions in the performance of this Agreement and arising by reason of the City's participation in this Project; PROVIDED, HOWEVER, that the City's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Port, its officers, officials, employees, contractors, or agents; PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the City's obligations hereunder shall apply only to the percentage of fault attributable to the City, its officers, officials, employees or agents; PROVIDED FURTHER, by mutual negotiation, the Port expressly waives, as respects the Port only, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

9.3 The parties hereby agree that, except as expressly set forth in this Agreement, the performance of services pursuant to this Agreement shall not constitute an assumption by the City of any Port obligations or responsibilities.

10. Termination. This Agreement may be terminated prior to the expiration of the term specified in Paragraph 2:

- 10.1 Upon mutual agreement of the parties, in which event the termination shall be effective at any time established by mutual agreement; or
- 10.2 If a party fails to comply with any material provision of this Agreement, the other party may terminate this Agreement for default upon thirty (30) days prior written notice to the defaulting party. Any extra costs, expenses, or damages incurred by the non-defaulting party as a result of the termination for default shall be borne exclusively by the party in default. The rights and remedies of this provision are in addition to any other rights or remedies provided to the non-defaulting party by law or under this Agreement. Any termination of this Agreement for default shall not relieve the defaulting party of any obligation which may arise out of work already performed prior to such termination.
11. Notices. Unless otherwise directed in writing, notices, documents, and payments shall be delivered to each party as follows:

To the City:

City of George
PO Box 5277
George, WA 98824

To the Port:

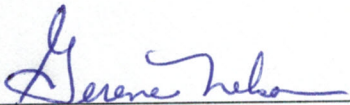
Grant County Port District No. 1
101 F Street SW
Quincy, WA 98848

Notices mailed by either party shall be deemed effective on the date mailed. Either party may change its address for receipt of notices, documents, and payments by giving the other party written notice of not less than five days prior to the effective date.

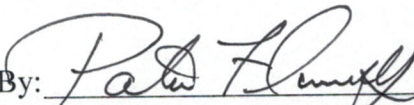
12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action, claim or proceeding brought under this Interlocal Agreement shall be commenced exclusively in the Superior Court for Grant County or in the federal courts of the United States for the Eastern District of Washington.
13. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, contracts, and understanding, written or oral. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of the Agreement. Any and all previous agreements, understandings, and the like, oral or otherwise, are hereby revoked.
14. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.

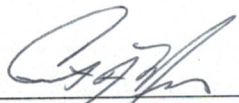
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the latest date shown below. The signatories below represent and warrant that they possess the authority to execute this Agreement and bind their respective entities.

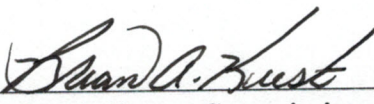
CITY OF GEORGE

By: 
Gerene Nelson, Mayor

GRANT COUNTY
PORT DISTRICT NO. 1

By:  10-11-17
Patric F. Connelly, Commissioner

By:  10-11-17
Curt A. Morris, Commissioner

By:  10-11-17
Brian A. Kuest, Commissioner