

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

BETWEEN

PACIFIC COUNTY AND THE PORT OF WILLAPA HARBOR

This Agreement is between the Port of Willapa Harbor ("PORT"), a political subdivision of the State of Washington, and Pacific County Department of Public Works ("COUNTY"), a political subdivision of the State of Washington.

WITNESSETH:

WHEREAS, Pacific County Department of Public Works, in conjunction with the Monohon Landing Road Improvement Project, desires to place fill at property known as Tax Parcel No. 14092632054 and described as Tax 54R in Section 26, Township 14 North, Range 9 West, W.M., Pacific County, Washington, and said property owner is the Port of Willapa Harbor; and

WHEREAS, both parties agree that Pacific County Department of Public Works shall be allowed to said property for fill placement; and

NOW THEREFORE, the parties agree as follows:

1. Purpose: The purpose of this Agreement is to set forth the terms and conditions under which the Port will accept the placement of fill on said Port property.
2. Administration: No new or separate legal or administrative entity is created to administer the provisions of the Agreement. This Agreement shall be administered by the Port of Willapa Harbor Manager and the Pacific County Department of Public Works Director.
3. Scope: The condition of the property to be used for fill will be inspected by both representatives from the PORT and COUNTY prior to commencement. At the conclusion of the project, an on-site inspection will be conducted by representatives from both the PORT and COUNTY. In addition to grading and hydroseeding the COUNTY will repair any and all agreed upon additional damages caused.

The COUNTY will be granted access to the site to stockpile up to 5,000 cy of material in the area designated by the PORT as shown on Exhibit 1.

The COUNTY will obtain all required permits and comply with permit terms to stockpile and fill within the boundaries shown on Exhibit 1.

The fill material shall be free of all deleterious materials such as asphalt, wood, culverts, and other litter. The PORT has the right to reject fill with this deleterious material.

The stockpile area shall be leveled and graded to drain to the south, east and west prior to the placement of the new fill and a silt fence installed around the perimeter of the stockpile site.

The fill shall be placed in rows as directed by the PORT.

It is the intent of the PORT to utilize this material as a component of a topsoil blend for use both on and off site. However, if the PORT is not successful in this endeavor, the COUNTY will level, grade and ditch as needed to ensure drainage and hydroseed the fill within the permitted area.

4. Duration of the Agreement – Termination: This Agreement shall remain in force until December 31, 2012 or until the conclusion of the project and the PORT accepts the final site restoration. The PORT will not unreasonably withhold approval.
5. Indemnification/Liability Insurance: the Port its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of how such injury or damage be caused, sustained or alleged to have been sustained by County or by others as a result of any condition, or occurrence whatsoever related in any way to County's use of Port owned property and the areas adjacent thereto or related in any way to the County's use or occupancy of the Port property and areas adjacent thereto, so long as such injury or damage is not proximately caused or contributed to by action of the Port, its employees or agents. The County agrees to indemnify, defend and to hold and save the Port harmless from all liability or expense (including expense of litigation) in connection with any such items of actual or alleged injury or damage. In addition, County shall, at its own expense, maintain property liability insurance, to insure the County and to indemnify the Port against such liability or expense.
6. Severability: Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

Adopted this _____ day of _____, 2011.

PORT OF WILLAPA HARBOR

**PACIFIC COUNTY
BOARD OF COMMISSIONERS**

Approved as to form:

Attest:

David Burke, Prosecuting Attorney

Kathy Noren, Clerk of the Board

Exhibit 1

STATE ROUTE 101

OREGON AVENUE

MAPLE STREET

WALNUT STREET

IDAHO AVENUE

LOADING RAMP

CW 1/16 CORNER

Stock Pile Area

WET by BAI

OVERGROWN AREA

