2014 CHINOOK PARK
MAINTENANCE AND OPERATION CONTRACT

RECEIVED
MAY 2014
DEPT OF PUBLIC WORKS

This CONTRACT, made and entered into this day between the Port of Chinook, hereinafter called the PORT, a political subdivision of the State of Washington, and the County of Pacific, a municipal corporation of the State of Washington, hereafter called the COUNTY.

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, the COUNTY desires to have certain park maintenance and operation services performed, and the PORT has the necessary skills and capabilities and experience to perform said park maintenance and operation services, as set forth below;

NOW THEREFORE, in consideration of the terms, conditions and performance contained herein, the parties hereto agree as follows:

1. The park maintenance and operation site shall be CHINOOK PARK

2. The PORT shall have the park available for day use only by the general public between the hours of 7:00 AM until dusk from May 1 through September 30. The park shall be open an additional thirty (30) days of consecutive operation, either prior to May 1 or after September 30 or a split combination thereof. The operation of the park can exceed 6 months, but must be consecutive with the regular operating period and at the PORT's discretion, but the COUNTY will not provide compensation for the extended period.

3. The PORT will provide the park user reasonable security from injury to themselves or damage to their possessions.

4. The PORT shall not collect fees from persons or groups that use the park.

5. If a group requests permission for overnight camping for a special function, advance written authorization must be given by the COUNTY.

6. The COUNTY will pay a hosting fee of $7,200.00 (seven thousand two hundred dollars) per year for the contract period to the PORT in 6 (six), $1,200.00 (one thousand two hundred dollar) installments during the months of April, May, June, July, August and September.

7. No structures shall be erected on the premises and no residences will be permitted without prior approval of the COUNTY.

8. The storage of equipment or articles by the PORT within the park shall be limited to equipment or articles that are used for the park's maintenance and that fit into the park storage shed.

9. The PORT shall provide the proper janitorial/custodial service for the park restrooms.

10. The COUNTY agrees to allow the PORT to use their riding lawn mower (John Deere S/N Mol 277H073604) with no usage fee, for the purpose of park mowing and for park maintenance within the boundaries of Chinook Park. The PORT agrees to maintain the mower at their cost for the duration of this contract. At the conclusion of this contract, the mower shall be returned to the COUNTY.

11. The PORT shall provide all general maintenance of the park grounds, equipment and facilities to include, but not limited to, mowing, weeding and litter pickup, etc., all to be completed with their own equipment.

12. The COUNTY shall be responsible for repairs and maintenance to existing road, seawall and major buildings and will provide tree and brush maintenance when necessary. The COUNTY reserves the right to determine whether or not repairs and maintenance shall be performed and the right to schedule such repairs and maintenance. Maintenance by the COUNTY will be performed at the convenience of the COUNTY and the COUNTY shall not be held liable for any losses of any nature by the PORT or other affected parties.

13. The PORT will provide reasonable watchman security services during the period when the park is not open to the general public for overnight use.

14. The PORT agrees to provide all necessary operating supplies for the restrooms, supplied at the PORT's sole cost and expense.

15. Electric power, water, sewerage, garbage disposal services and local phone service shall be provided by the COUNTY for park operations. No other utility services shall be provided.

16. The parties mutually understand and agree that the COUNTY shall make no deductions on account of taxes and the PORT further understands and agrees that the responsibility for payment of taxes remains with the PORT. It is further understood that the PORT is not entitled to medical insurance, retirement benefits, workers compensation or any other incidents of employment from the COUNTY because no employee/employer relationship exist.

17. This contract shall commence on April 1, 2014 and terminate December 31, 2014. Either party shall have the right of cancellation or termination of this contract, with or without reason, by serving notice on the other party by certified mail, of such intent to cancel or terminate this entire contract at least sixty (60) days prior to any such proposed cancellation or termination date; such cancellation or termination to be without recourse,

except for any sums owing to either party at the end of cancellation or termination. The PORT shall be solely responsible for removing all their property from the park grounds within thirty (30) days of the notification of cancellation or termination of this contract. If said property has not been removed within the time specified, the COUNTY shall have said property removed and the PORT shall be solely responsible for bearing all costs involved.

18. It is mutually understood and agreed between the parties hereto that this contract does not create an employer/employee relationship and that the COUNTY assumes no liability to the PORT.

19. The PORT shall not subcontract any part of the work to be performed under this contract or assign this contract without the specific written consent of the COUNTY.

20. The currently occupied mobile home at the Northwest corner of the park, and the lot on which it sets, is excluded by the terms of this Agreement.

21. It is understood that the PORT shall not allow property owned by the COUNTY to be removed from premises.

22. LIABILITY

a. Indemnification: In accepting this Agreement, the PORT, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the PORT or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the PORT, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

b. Assumption of Risk: The placement and storage of personal property on said premises shall be the responsibility, and at the sole risk, of the PORT.

c. Adjustment of Claims: The PORT shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the PORT under this Agreement. The PORT agrees that all such claims, whether processed by the PORT or PORT's insurer, either directly or by means of an agent, will be handled by one key person.

23. INSURANCE

The PORT shall maintain and provide proof of occurrence based general business professional liability insurance in the amount of _____ (min of $1,000,000) or greater per occurrence and $2,000,000 aggregate for the term of this CONTRACT. The PORT must name the COUNTY as an additional insured. The PORT shall provide the COUNTY a copy of the additional insured endorsements prior to the start of this contract. The PORT agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that PORT's liability insurance policy shall so state. The PORT shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

24. SEVERABILITY: Any provision of this CONTRACT, 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.

DATED THIS 15 of April, 2014

BOARD OF COMMISSIONERS
THE PORT OF CHINOOK
PO BOX 185
CHINOOK, WA 98614

Ken Greenfield

Ken Greenfield, Chairperson

ATTEST:

Ashley Davis

Ashley Davis
Manager of PORT of Chinook

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

_____

Steve Rogers, Chairperson

_____

Lisa Ayers, Commissioner

_____

Frank Wolfe, Commissioner

ATTEST:

_____

Marie Guernsey
Clerk of the Board

APPROVED AS TO FORM:

David J. Burke

David J. Burke, Prosecuting Attorney