

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF WILKESON  
AND THE PORT OF TACOMA  
REGARDING CARBON VALLEY COMMUNITIES MICROADVENTURE

This Interlocal Agreement (ILA) is entered into this 21 day of January, ~~2017~~ <sup>2018</sup> by and between the Wilkeson, a town in the State of Washington (hereinafter the "Wilkeson"), and the **PORT OF TACOMA**, a Washington municipal corporation (the "Port"), (collectively "Parties") in consideration of the mutual covenants contained herein. The Parties hereby recite and agree as follows:

**RECITALS**

1. The Port is charged by state statute with a mission of furthering economic development. To that end, the Port has adopted a Port Community Economic Development Policy by which the Port administers its monetary support of economic projects sponsored by local public agencies in Pierce County.
2. The Town of Wilkeson requested funds for a marketing and tourism project focused on the SR 165 corridor. The project scope centers on the corridor's rich mining history and includes ten interpretive Wilkeson sandstone markers with Qr codes that interface with smart phones. The Qr codes provide historical information about the sites and is linked to a brochure and website which provide information on area amenities for tourists.
3. The Town of Wilkeson requested and the Port agrees to provide an investment from the Port Community Economic Development Investment Fund of \$2500 payable with proof of project expenses, expressly as specified herein.
4. The Port finds the requested contribution meets the Port's Community Economic Development Policy criteria as follows:
  - a. This is a project that promotes tourism and will attract participants from outside of Pierce County.

**NOW, THEREFORE**, in consideration of the mutual benefits and covenants described herein, the Parties agree as follows:

**1. SCOPE OF WORK**

The Carbon Valley Communities' Microadventure ("Project") consists of the following:

- The geographic focus is the SR 165 corridor in Pierce County which begins in Buckley and travels approximately 23 miles through the rural communities of Burnett, Wilkeson, and Carbonado to Mt. Rainier Park's Carbon River Glacier Entrance. The Project scope centers on the corridor's rich mining history and includes ten interpretive Wilkeson Sandstone markers with Qr codes that interface with smart phones. The markers are placed throughout the corridor and a brochure with website links, guides guests along the corridor. The brochure includes a list of businesses to attract tourists and help market the area.

- All as described in Wilkeson's Application, as attached hereto as **Attachment A**.

## **2. PORT'S CONDITIONAL AGREEMENT TO CONTRIBUTE FUNDS.**

Subject to the terms herein, the Port agrees to contribute to the Town of Wilkeson an investment from the Community Economic Development Investment Fund for the Project in the amount of \$2500. Further conditions of the Port's funding are as follows:

In the event Project costs are higher than projected, the Town of Wilkeson will assume any excess Project costs.

The Port's annual Project contribution shall be allocated and specifically identified in the Port's 2017 budget.

The Port's distribution of funds are contingent on the Wilkeson obtaining full committed funding by June 30 for the complete Project scope.

Port payments will be made within thirty days of Wilkeson's submittal of written proof to the Port of actual Project expenses.

## **3. TIMEFRAME/PROJECT SCHEDULE.**

Initial meetings with businesses occurred in early 2017  
Website development ongoing  
Markers and signage fabricated and placed in 2018 Q1

## **4. PROJECT FINANCIAL SUMMARY.**

Total Project Cost: \$22,000

Source of Funds:

Pierce County LATC Fund	\$16,000
Wilkeson Historical Society	\$ 2,000
Administrative costs (in-kind)	Town of Wilkeson

**5. ABANDONMENT.** If the Project is abandoned, this ILA shall be of no further force or effect.

**6. ASSIGNMENT.** Neither Party to this ILA shall have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions and interests under this ILA, without the prior written approval of the other.

**7. THIRD PARTY BENEFICIARIES.** This ILA is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right or cause of action based upon any provisions of this ILA.

**8. EQUAL DRAFTING.** This ILA has been reviewed and revised by legal counsel for both parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this ILA.

9. **SEVERABILITY.** If any provisions of this ILA are determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the remainder of this ILA not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect to the extent that the primary purpose of this ILA can be preserved.

10. **MODIFICATION.** This ILA may not be modified except by mutual agreement reduced to writing in a formal amendment hereto and approved by each Party's governing body.

11. **TERMINATION.** This ILA shall terminate upon completion by both Parties of their respective obligations hereunder, or on December 31, 2018 unless terminated earlier.

12. **GOVERNING LAW.** This ILA shall be governed exclusively by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action at law, suit in equity or judicial proceeding for the endorsement of this ILA or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington

13. **NOTICES.** All notices given pursuant to this ILA shall be deemed delivered to the respective party on the date that it is personally delivered to the address(es) set forth below, or on the date that it is successfully sent by email transmission to the email addresses set forth below:

Town of Wilkeson: Town of Wilkeson  
Attention: Trisha Summers – Town Clerk  
PO Box 89  
Wilkeson, WA 98396  
Email: Clerk@townofwilkeson.com

Port: Port of Tacoma  
PO Box 1837  
Tacoma, Washington 98406  
Attention: Evette Mason  
Email: emason@portoftacoma.com

14. **ENTIRE AGREEMENT.** This ILA constitutes the entire agreement of the parties, supersedes all previous oral or written understandings, and incorporates all prior discussions and agreements pertaining to this subject matter. The Parties participated equally in any negotiations and the process leading to execution of this ILA. If a dispute should arise with regard to the meaning or interpretation of any provision hereof, there shall be no presumption of draftsmanship as to such provision.

## 15. LEGAL RELATIONS.

A. Independent Municipal Governments. The Parties hereto are independent governmental entities and nothing herein shall be construed to limit the independent government powers, authority or discretion of the governing bodies of each Party. It is understood and agreed

that this ILA is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this ILA. No employees or agents of any Party shall be deemed, or represent themselves to be, employees of any of the other Party.

B. Legal obligations. This ILA does not relieve either Party of any obligation or responsibility imposed upon it by law.

C. Timely Performance. The requirements of this ILA shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the Parties.

D. Recording. A copy of this ILA shall be recorded in the Office of the Pierce County Auditor as provided by law, or shall be posted to each Parties' web site.

**16. RECORDS AND AUDIT.** During the term of this ILA, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this ILA and accounting therefore shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other entity with legal entitlement to review said records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter or amend records retention requirements established by applicable state and federal laws.

**17. LIMITS OF FINANCIAL OBLIGATIONS/PROPERTY OWNERSHIP.** Except as provided above, each Party shall finance its own conduct of responsibilities under this ILA. No ownership of property will transfer as a result of this ILA.

**18. INDEMNIFICATION AND HOLD HARMLESS.**

A. The Town of Wilkeson releases the Port from, and shall defend, indemnify, and hold the Port and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the Town of Wilkeson and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Town of Wilkeson's performance of its obligations under this ILA, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

B. The Town of Wilkeson shall defend, indemnify, and hold the Port and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Town of Wilkeson's performance of its obligations under this ILA, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

C. The Port releases the Town of Wilkeson from, and shall defend, indemnify, and hold the Town of Wilkeson and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the Port and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Port's performance of its obligations under this ILA, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Town of Wilkeson or its agents, employees, and/or officers.

D. The Port shall defend, indemnify, and hold the Town of Wilkeson and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Port's performance of its obligations under this ILA, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Town of Wilkeson or its agents, employees, and/or officers.

E. Each Party specifically assumes liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as respects the other parties only, any immunity under the Worker's Compensation Act, RCW Title 51.

E. The Parties recognizes that this waiver was the subject of mutual negotiation. In the event any Party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this ILA against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

F. No liability shall attach to any of the Parties by reason of entering into this ILA except as expressly provided herein.

H. The provisions of this Article shall survive any termination or expiration of this ILA.

TOWN OF WILKESON:

PORT OF TACOMA:

Jeff Sallers  
Robert Walker, Mayor  
Date: 1/29/18

John Wolfe, CEO  
Date: 2-2-18

Trisha Summers  
Trisha Summers, Town Clerk

Approved as to form:

Town Attorney

Port Legal Counsel

