

EXHIBIT A

INTERLOCAL AGREEMENT  
CITY OF EDMONDS  
AND  
PORT OF EDMONDS

Whereas, the City of Edmonds has applied for and been granted a grant to construct the Union Oil Marsh Interpretive Walkway from and across property owned by the Port of Edmonds, and

Whereas, under the terms of the grant fifty percent (50%) of funds used in such project to a maximum of forty thousand dollars (\$40,000) must be from the local agencies using and accepting grant monies, and

Whereas, the Port of Edmonds and City of Edmonds wish to establish a joint construction, maintenance, and operation agreement in order to construct and maintain the Union Oil Marsh Interpretive Walkway, and

Whereas, the City and Port wish to provide through this interlocal agreement for such construction and maintenance under the terms of this interlocal agreement, now, therefore,

In consideration of the mutual benefits to be derived in the joint public interest of the City of Edmonds, Washington (hereinafter "City") and the Port of Edmonds, Washington (hereinafter "Port"), the parties have entered into this agreement under the terms and conditions set forth herein:

1. Statement of Purpose. The purpose of this agreement is to provide for the construction and maintenance of an interpretive walkway through the Union Oil Marsh. This project has been the subject of a grant application and an approved grant from the Washington State Department of Ecology, Shorelines and Costal Zone Management Program. The grant application is attached hereto as Exhibit A. The description of the project as set forth in such grant application shall be utilized throughout this agreement and, in the event of any conflict with the terms of this agreement, shall control. It is the purpose of this agreement and the intention of parties to provide for the joint construction of the project on property owned by the Port with long term maintenance of the walkway being at the cost of the City.

2. Easement. The Port hereby grants to the City and the public an easement to construct and maintain an interpretive walkway in accordance with the terms of the attached grant application. This easement shall also include the right to construct, reconstruct and maintain said walkway on, over, and

across property shown in the attached grant agreement. The easement shall include the right of ingress, egress, and travel by members of the public on and over the interpretive walkway. Pursuant to rules and regulations adopted by the City with the advice of the Port. This easement is not a road easement and the walkway shall not be used for motor vehicles, provided, however, that wheelchairs and other devices used to assist the disabled may be used on the walkway to the extent permitted under the terms of the grant.

3. Local Match. The Port and City agree to share equally in the cost of construction of the project. The City agrees to use local match monies to apply to its grant in order to obtain maximum utilization of grant monies available. The cost of the local match is currently estimated to be fifty two thousand six hundred and seventy seven dollars (\$52,677), said amount to be born equally by the parties. This estimate is based upon current engineering data and is subject to change depending upon the actual bids obtained for construction of the project. In the event that the local match required after final openings of the bid exceeds fifty four thousand dollars (\$54,000), and prior to notice to proceed, the parties shall meet and determine whether or not to proceed with the project. In no event shall either party be obligated to pay more than twenty seven thousand dollars (\$27,000) toward the construction of the project without the express written consent of the party to be obligated.

4. Future Maintenance Costs. The City agrees to maintain at its sole cost the walkway during the life of this agreement in a safe condition consistent with the proposes of the grant. The parties agree to cooperate, to work together, to obtain future grants, to maintain said improvements, or extend this agreement upon receipt of said future grants.

5. Liability. No indemnification or hold harmless agreement has been negotiated between the parties. In the event of loss or claim, the parties agree to bear their respective liability as it is determined in accordance with the laws of the State of Washington.

6. Termination. This agreement shall be irrevocable for the estimated useful life of the improvement, as constructed, reconstructed, or maintained which is hereby estimated to be in excess of twenty five (25) years. The City at its sole discretion may elect to maintain and reconstruct the walkway beyond the estimated twenty five (25) year life of the improvement. If after the expected twenty five (25) years the City elects to discontinue improvements and maintenance, the Port reserves the right to immediately terminate this agreement following the provision of ninety (90) days written notice of the correction to the City. If the City fails to take reasonable steps to maintain the walkway

following the receipt of said notice, this agreement shall expire at the end of said ninety (90) day notice period.

7. Entire Agreement: Amendment. This written agreement is the entire agreement between the parties. Any and all other agreements, written or oral are deemed to merge with and are extinguished by terms of this agreement. This agreement shall be amended only in writing at the express written consent of the parties.

8. Recording. It is the intention of the parties that this agreement be recorded in the office of the Auditor of Snohomish County, Washington.

9. Interpretation and Venue. This agreement shall be interpreted in accordance with the laws of the State of Washington. Parties stipulate in the event of a lawsuit to interpret its terms, the venue shall lie in the Superior Court of Snohomish County, Washington.

10. Arbitration. In the event that the parties are unable to agree regarding the interpretation of the terms of this agreement or disagreement arises to whether the walkway has become unsafe or whether City maintenance programs are sufficiently to safely maintain the property, the parties agree to submit this matter to binding arbitration at their joint costs through an arbitrator chosen with the mutual agreement of the parties.

DATED this 18<sup>th</sup> day of June, 1993.

CITY OF EDMONDS

PORT OF EDMONDS


  
Mayor Laura M. Hall

  
Commissioner

ATTEST/AUTHENTICATED

  
Rhonda March, City Clerk

APPROVED AS TO FORM

  
W. Scott Snyder  
Office of the City Attorney