

**COPY****INTERLOCAL AGREEMENT FOR DITCH MAINTENANCE SERVICES**

The Port of Longview, Washington, (the "Port"), has a need for ditch maintenance services in certain areas within its jurisdiction. Consolidated Diking Improvement District No. 1 of Cowlitz County, Washington, (CDID #1) owns specialized machinery specifically acquired and devoted to ditch maintenance and it employs personnel that operate the same in the performance of ditch maintenance services in the drainage ditches of CDID #1.

The Port does not possess adequate machinery and equipment for ditch cleaning and maintenance, nor does it employ personnel for such activities, and it desires to contract with CDID #1 for ditch cleaning and maintenance services in certain areas of the Port and CDID #1 is willing to perform such services for the Port at such times as the personnel and machinery of CDID #1 are available and not needed by CDID #1, particularly during their "off" hours and on weekends.

NOW, THEREFORE, it is hereby agreed as follows:

1. CDID #1 hereby agrees to furnish necessary machinery, equipment and personnel to perform work and efforts to: (a) clear and clean certain drainage ditches of the Port; and (b) spread the spoils resulting from such clearing and cleaning.

2. At such times that machinery and personnel of CDID #1 are available, particularly during non-working hours of CDID #1 and on week-ends, CDID shall, if equipment and personnel is available, perform ditch cleaning and maintenance services on land of the Port, at the request of the Port.

3. The Port hereby promises and agrees to pay to CDID #1 a sum equal to all of its costs and expenses incurred or expended by it in performing said services. CDID #1 shall maintain a record of all of such costs and expenses and within 45 days after having performed such services a statement of such costs and expenses shall be

submitted to the Port. Payment of the amount of such statement shall be made by the Port in the ordinary course of the payment of claims.

4. The work of CDID #1 hereunder shall be performed by it only at such times and in such manner as will, in its sole judgment, be consistent with the work and efforts necessary to operate and maintain the dikes, drainage ditches and other property of CDID #1; it is clearly and expressly understood and agreed that the work and services of CDID #1 in the performance of the project shall occur only when the machinery, equipment and personnel of CDID #1 are, in the sole judgment of CDID #1, not needed to operate and maintain the dikes, drainage ditches and other facilities of CDID #1.

5. In consideration of such services, the Port shall pay to CDID #1 a sum equal to **\$125.00** per hour for the use of machinery and equipment in the year 2011, including fuel, plus a sum equal to the hourly cost to CDID #1 of the personnel employed by it in the operation of such machinery, rounded upward to the nearest dollar. The cost to CDID #1 of such personnel shall include the hourly wages paid to such personnel together with all benefits of employment, including (but not necessarily limited to) Industrial Insurance, Unemployment Compensation contributions, PERS, Medicare, Medical/Dental Insurance, Disability Insurance and Deferred Compensation. The hourly amount of such personnel costs and the hourly amount to be charged for use of the machinery shall be determined and/or calculated by CDID #1 before the 1<sup>st</sup> day of March of each year of this Agreement, and CDID #1 shall inform the Port thereof before engaging in any services for the benefit of the Port. The personnel cost to CDID #1 for the calendar year of 2011 shall be the sum of **\$38.00** per hour. It is anticipated that services will be accomplished during "overtime" hours of CDID #1 personnel, and if so, the hourly charge for personnel shall be 1 and 1/2 times said hourly rate.

6. This Agreement shall continue in full force and effect until it is canceled and terminated by either of the parties hereto, which cancellation and termination may be effected by the giving of 10 or more days notice by either party hereto to the other.

7. The administration of the provisions of this Agreement shall be undertaken as provided above.

8. There are no facilities or properties to be acquired or purchased as a result of this Agreement.

**CONSOLIDATED DIKING IMPROVEMENT  
DISTRICT NO. 1 OF COWLITZ COUNTY, WA.**

By: Judi A. Strayer  
Judi A. Strayer, District Manager

Dated this 13 day of September 2011.

Approved as to form:  
[Signature]  
Dave C. Spencer, Attorney for CDID #1

**PORT OF LONGVIEW**

Dated this 23 day of Sept. 2011.

By: [Signature]

Approved as to form:

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Attorney for Port of Longview