

CITY OF PROSSER

Document Overview

<u>TITLE:</u> USE OF PORT SERVICES	<u>TYPE:</u> PSA	<u>NUMBER:</u> 2021-04A.2*
<u>CONTRACTOR:</u> PORT OF BENTON 3250 PORT OF BENTON BLVD RICHLAND, WA 99354	<u>AMOUNT:</u> N/A	<u>EFFECTIVE DATE:</u> 5/14/2021
<u>REFERENCES (ORD/RESO/NOTES):</u> R 21-1674 *CITY HALL/PD FIRE		<u>TERMINATION DATE:</u> TBD

INDEMNIFICATION AGREEMENT
USE OF PORT SERVICES

PARTIES: **PORT OF BENTON**, a municipal corporation of the State of Washington, hereafter referred to as “Port”.

The Prosser Police Department, hereafter referred to as “Indemnitor”.

DESCRIPTION OF EVENT: The Prosser Police Department is in need of a space to temporarily house a construction/contractor trailer due to a fire at the Police Department building. Initially, Indemnitor intends to use the open lot area in front of 205 Hagarty Lane, Prosser, WA (more particularly described and depicted on attached “Site Map”) to house the trailer, and will also require access to bathrooms and use of power on site.

WHEREAS, the Port has agreed to allow the Indemnitor to use Port property for the above-described purposes.

WHEREAS, the Indemnitor will benefit from the use of Port property and the Indemnitor understands and agrees that the Port will allow its property to be used only if the Port is named as an additional insured on a Certificate of Insurance provided to the Port in advance of the event with limits of no less than one million dollars (\$1,000,000) and so long as the Port is held harmless from any liability, damages, expense or cost arising from the Project.

WHEREAS, the Indemnitor is willing to indemnify and hold the Port harmless from liability in consideration of the use of the Port’s property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

The Indemnitor agrees to limit its use of the Port property to the activities specifically identified in this Agreement and the Indemnitor will not accept services beyond the scope of the project or for any other purpose.

As a condition for the use of the Port's services, the Indemnitor agrees to indemnify and hold the Port, its employees, agents, and/or volunteers, harmless from and against all claims, damages, losses and expenses including attorney's fees, court costs and any costs of appeal arising from any injury, death, or damage which may be sustained, or incurred by any person or property and which may directly or indirectly result from any negligent act or omission by the Port, its employees, agents, and/or volunteers; resulting from any act, omission, neglect or misconduct irrespective of whether claims, damages, losses or expenses were actually or allegedly caused wholly or in part through the negligence of any other person or party; or arising from any failure, neglect, act or omission by the Port, its employees, agents, and/or volunteers with regard to any law, requirement, ordinance or regulation of any governmental authority.

In any and all claims against the Port, its employees or agents which are subject to this indemnity, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnitor under the Washington Workmen's Compensation Act, disability acts or other employee benefit acts.

DATED this 14 day of May, 2021.

PORT OF BENTON

INDEMNITOR:

By: _____

By: 

Title: _____

Title: 5-14-2021