

- I) **EXECUTIVE DIRECTOR REPORT**
Project Updates
- J) **COMMISSIONERS REPORTS**
- K) **UPCOMING EVENTS**
- L) **SIGN DOCUMENTS**
- M) **WORKSHOP**
None
- N) **EXECUTIVE SESSION**
- O) **ADJOURNMENT**

Agenda Item No. C-2

REQUEST FOR COMMISSION ACTION	PORT OF VANCOUVER USA
PREPARED BY:	
<i>Betsy Rogers</i> Betsy Rogers	Administrative Supervisor Title
	1/14/2014 Date
APPROVED BY:	
	Title
SUBJECT:	Minutes of the December 10, 2013 Regular Meeting

BACKGROUND:

Please see attached minutes.

Additional Information Attached: Minutes of 12/10/13 Regular Meeting

RECOMMENDATION:

That the Port of Vancouver USA Board of Commissioners adopts and executes the minutes of the December 10, 2013, Port of Vancouver USA Board of Commissioners Regular Meeting as presented.

Respectively Submitted by: <i>Johanna Harbo</i> ^{ACR}	Executive Director
Date Action Taken _____	Motion By: _____
Approved: _____	Seconded By: _____
Deferred To: _____	Unanimous: Yes ___ No ___

Agenda Item No. E-1

REQUEST FOR COMMISSION ACTION

PORT OF VANCOUVER USA

PREPARED BY:

Michelle Allan

Executive Assistant

01/14/2014

Michelle Allan

Title

Date

APPROVED BY

SUBJECT: Port of Vancouver USA Board - Election of Officers - 2014

BACKGROUND:

Port of Vancouver USA Board of Commission officers are elected annually at the first regular meeting in January for the calendar year.

Additional Information Attached: No

RECOMMENDATION:

That the Board of Commissioners elects each of the following officers to serve for the year 2014:

PRESIDENT _____

VICE PRESIDENT _____

SECRETARY _____

Respectively Submitted by: *Julianne Marler* Executive Director

Date Action Taken _____

Motion By: _____

Approved: _____

Seconded By: _____

Deferred To: _____

Unanimous: Yes ___ **No** ___

Agenda Item No. E- 2

REQUEST FOR COMMISSION ACTION	PORT OF VANCOUVER USA
REVIEWED BY: <i>Michelle Allan</i>	Executive Assistant
Michelle Allan	Title
<hr/>	
APPROVED BY:	Executive Director 01/14/2014
Todd M. Coleman	Title Date
<hr/>	
SUBJECT:	Adopt Resolution No. 1-2014 to Amend the Port of Vancouver, USA Strategic Plan

BACKGROUND:

The Port of Vancouver USA's mission is to provide economic benefit to our community through leadership, stewardship and partnership in marine and industrial development. The Strategic Plan, attached as Exhibit "A" to the proposed Resolution, is intended to support the Port's mission by outlining the Port's focus and strategy for the next ten years and to provide direction to staff.

The Port Commissioners adopted the 2013 to 2022 Strategic Plan on January 22, 2013. This action item amends existing Resolutions and the Strategic Plan adopted January 22, 2013 for the attached 10 year period beginning 2014 and ending 2023.

The Port's strategy outlined in the Strategic Plan strives to ensure longevity of economic diversity and funding through a sustainable, healthy mix of cargo, tenants and revenue generation. The Port's goals outlined in the Strategic Plan are to increase the volume of cargo at the port, increase industrial development, develop and preserve port infrastructure and transportation access, and generate and sustain diversified revenues.

Port staff believes the Strategic Plan accurately reflects the Port's mission for the next ten years and should be adopted to provide direction and guidance.

Additional Information Attached? Yes

RECOMMENDATION That the Board of Commissioners adopt Resolution No. 1-2014, amending Port of Vancouver, USA's Strategic Plan

Respectively Submitted by: *Johanna Mueller for* Executive Director

Date Action Taken _____ **Motion By:** _____

Approved: _____ **Seconded By:** _____

Deferred To: _____ **Unanimous: Yes** ___ **No** ___

RESOLUTION NO. 1-2014

**A Resolution of the Port of Vancouver USA
Board of Commissioners, Clark County,
Washington, Amending the Port of
Vancouver USA's Strategic Plan**

WHEREAS, the 2013 to 2022 Strategic Plan of the Port of Vancouver USA, Clark County, Washington (hereinafter referred to as "Port"), was most recently adopted by Port Resolution 6-2016 on January 22, 2013 (hereinafter referred to as "2022 Strategic Plan"); and

WHEREAS, the Port Commission shall from time to time amend its Strategic Plan; and

WHEREAS, the Port's mission is to provide economic benefit to our community through leadership, stewardship and partnership in marine and industrial development; and

WHEREAS, the Port Commission sets the Port's policies for Port staff to implement and follow; and

WHEREAS, the attached 2014 to 2023 Strategic Plan (hereinafter referred to as "2023 Strategic Plan"), incorporated herein by reference as Exhibit "A", is intended to support the Port's mission by outlining the Port's focus and strategy for the next ten years and by providing direction from the Port Commissioners to Port staff; and

WHEREAS, the Port's strategy outlined in the 2023 Strategic Plan strives to ensure longevity of economic diversity and funding through a sustainable, healthy mix of cargo, tenants and revenue generation; and

WHEREAS, the Port's goals outlined in the 2023 Strategic Plan are to increase the volume of cargo at the port, increase industrial development, develop and preserve Port infrastructure and transportation access, and generate and sustain diversified revenues; and

WHEREAS, after discussion and consideration of the 2023 Strategic Plan, this Board of Commissioners has decided that said 2023 Strategic Plan accurately reflects the Port's mission for the next ten years and should be adopted so as to provide direction and guidance to Port staff.

NOW THEREFORE, BE IT RESOLVED, that the 2023 Strategic Plan is designed and intended to further the Port's mission and goals and shall provide guidance to Port staff in the coming years; and

BE IT FURTHER RESOLVED, that 2022 Strategic Plan of the Port, as previously adopted, is hereby amended and the 2023 Strategic Plan is hereby adopted.

ADOPTED, by the Port of Vancouver USA Board of Commissioners at a regular meeting of the Port of Vancouver USA Board of Commissioners held this 14th day of January 2014, and duly authenticated in open session by the signatures of the Port Commission voting in its favor.

**PORT OF VANCOUVER
BOARD OF COMMISSIONERS**

President

Vice President

Secretary

Port of Vancouver USA

STRATEGIC PLAN 2014-2023



The Port of Vancouver USA is one of the major ports on the Pacific Coast. Its competitive strengths include available land, versatile cargo handling capabilities, vast transportation networks, a skilled labor force and an exceptional level of service to its customers and community.

INTRODUCTION

Port of Vancouver USA is an economic engine for the Southwest Washington region. The port provides quality jobs, international trade connections, a strong industrial land base and economic stability by producing revenue for state and local services.

Through the Columbia River and efficient national rail and road systems, the port connects our community to the global marketplace – a key factor in bringing community prosperity to Clark County.

In planning for the future, the port's focus includes strategic capital investments that keep our facilities in step with today's trade and industry demands by developing new maritime, industrial and transportation facilities.

Our future also relies on efficient management of port facilities, commitment to environmental stewardship, and collaboration with our community and our local government partners.

The port's strategy strives to ensure longevity of economic diversity and funding through a sustainable, healthy mix of cargo, tenants and revenue generation.

The Strategic Plan outlines the port's focus through the year 2023 and highlights the goals and milestones that will mark our progress. The plan identifies the strategic focus of the organization to support our mission and vision. The projections are meant to stretch and challenge the organization.

MISSION, VISION AND VALUES

Vision

A premier port that is globally recognized and well capitalized with state-of-the-art facilities, infrastructure and service, providing accountable economic benefit

Mission

To provide economic benefit to our community through leadership, stewardship and partnership in marine and industrial development

Corporate Values

We, at the Port of Vancouver, have certain values that are important to us and which we reflect in our planning, our actions and our treatment of others. These values are as follows:

Integrity

Integrity is a character trait. It is the willingness to do what is right even when no one is looking. It includes certain moral traits such as **COURAGE** (doing what is right even at a personal cost), **HONESTY** (dealing truthfully with one another, our customers and the community), **RESPONSIBILITY** (recognizing our duties and accomplishing them well), and **ACCOUNTABILITY** (we do not shift blame to others or take credit for the work of others). Basically, it means **DOING THE RIGHT THING**, even when it hurts.

Professionalism

We know our job and go about doing it efficiently and well. Our goals go beyond merely doing the job for the moment, we continuously look for ways to improve and innovate. We encourage ourselves to think and act creatively and not respond by saying, "We've always done it this way." As professionals, we understand the need for communication and teamwork, respect for our teammates, and taking responsibility for following through on our commitments. A professional adds value to everything in which he or she is involved.

Respect

We show consideration and value for others, exercising courtesy not only with our customers, tenants, and the community, but also among ourselves. Respect is mutual. While supervisors respect the value of each person under their supervision, each person also should respect the responsibility the supervisor has to support the organization's goals and fulfill its mission and vision.

Partnership

We work with others, and we seek to work with them well. This includes our customers, our tenants, the seafarers, our community, our labor force, and those who work within our organization. Through partnerships and teamwork, the whole is greater than the sum of the parts. As a team, we communicate with each other and work together towards our common mission, vision and goals while supporting our community's quality of life.

Achievement

Achievement is our bottom line. It is vitally important that we achieve the corporate goals that we set, and while doing so, we serve the taxpayers of our port district, our community, our region and our nation.

Operational Values

Leadership

Leadership means setting the example. It means accountability and accepting responsibility. Leadership also means internal and external management excellence. Good leadership fosters a climate of teamwork, openness and mentoring while promoting growth and opportunities.

Quality Staff

The Port of Vancouver believes its staff is its most important asset. We retain quality personnel and encourage their professional development. We recognize and reward our employees for being creative, resourceful and productive.

Work Environment

Our professional work environment is both satisfying and rewarding, giving recognition and credit appropriately and frequently. We value all staff, regardless of their positions within the organization, tenants and customers for their contributions. A positive work environment promotes trust and leads to success.

Community Involvement

We support and improve the community where we live, work and in which our children grow up. We strive to be good citizens locally and globally, exhibiting ethical integrity in the marketplace.

Safety

The port believes each employee should be provided a safe and healthy work environment and be adequately trained to perform tasks assigned to them. Each employee is responsible for practicing safety and health rules and for reporting accidents, injuries and unsafe conditions.

Security

Security means protecting employees, tenants, customers, visitors, our neighbors and the environment. Security also means safeguarding assets and resources. We promote awareness and are proactive in minimizing risks and maintaining a high level of security.

“CAN DO” Attitude

This attitude means a dedication to excellence; a desire for continuous improvement and innovation toward accomplishment and performance. It is embodied in our daily activities and decisions to improve processes, achieve savings, and enhance customer service. We anticipate and fulfill customer needs while understanding the boundaries established by the taxpaying public.

Environmental Values

The Port of Vancouver believes that environmental stewardship and economic development can co-exist. We take a proactive approach to managing our natural resources and minimizing our impact on the environment. The following values outline this commitment:

Integrated Decision Making

Incorporate environmental costs, risks, impacts and benefits into our business choices, operating decisions, and facility planning. Promote a corporate culture where environmental stewardship is demonstrated by the way we do business.

Sustainability

Sustain our natural resources through the protection of our air shed, lands and water. Build strong relationships with our community, stakeholders, customers, and suppliers for the benefit of the environment. Conserve energy and maximize the use of sustainable resources in the construction and operation of facilities and delivery of our services.

Pollution Prevention

Prevent new sources of contamination on port property through best management practices and continued improvement of our environmental programs. Efficiently remediate clean-up sites to the benefit of the environment and for future industrial use and job creation. Work with tenants to help emphasize the importance of environmental stewardship and the port's commitment to sound environmental practices.

Compliance

Meet or exceed regulatory requirements in the construction and operation of our facilities and delivery of our services.

Strategic Goals

Maximize Marine Business and Development

The Port of Vancouver's mission to provide economic benefit through marine development requires increased cargo diversity and modern berthing facilities, with state-of-the-art technology, equipment with the capacity to handle today's diverse cargoes, adequate transit storage, room for expansion, and maximum efficiencies in cargo movement through the terminals.

Long-term contracts, terminal upgrades and a focus on near dock covered storage over the years have supported cargo growth to its current levels. Focus over the next few years include increasing efficiencies of throughput by reducing dwell times and minimizing the number of times cargo is handled within the port facilities.

The development of new, rail served marine terminals is essential to growing the economic benefits to our community over the next 10 years. These lands provide the opportunity to add over 650 acres of marine development.

Maximize Industrial Business and Development

With the port's access to river, road and rail transportation, industrial properties continue to attract new business to the region and provide a variety of opportunities for existing customers to expand and/or become more efficient, creating both new jobs and greater economic benefits. Industrial warehouse space continues to be either nearly or completely leased, driving the need for new shovel-ready properties.

Fifty acres of shovel ready and over 150 acres of undeveloped industrially zoned land is in port ownership. These properties are in various stages of entitlement, thus providing for a sustained growth of new industrial businesses to the community. These industrial businesses require skilled labor which results in a relatively high number of well-paying jobs. A recent study by Martin Associates shows nearly 80 percent of these employees live in Clark County and over 36 percent live within the city of Vancouver.

Develop and Preserve Multi-Modal Transportation Access

The Port of Vancouver's unique location in proximity to river, road and rail transportation has been, and remains, vital to supporting and maximizing marine and industrial business. Increased velocity and capacity for marine cargoes and supporting access and capacity for industrial businesses are achieved through 1) a deeper and maintained river channel and river frontage at and near the port terminals, 2) greater access and capacity on the surface connectors to the interstate system and on the interstate system, and 3) improved competitive unit train access and capacity to, from and on the mainline rail system and within the internal rail network.

Generate and Sustain Diversified Revenues

The primary revenue goal is to generate and sustain diversified revenues to promote the port's long-term sustainability and economic base. To accomplish this, the port enters into long-term leases for marine and industrial properties, expands its marine cargo mix, and continuously seeks new sources of revenue through business ventures that are aligned with the port's mission. These strategies help to keep the port's overall revenue stable even when there are short-term fluctuations of individual revenue sources. Property tax receipts are used to acquire and construct long-term capital assets. The port actively pursues grants and has been awarded several grants to improve public infrastructure.

Key Initiatives

REVENUE

Goal: Generate and Sustain Diversified Revenues

Operating Revenue

- Aggressively pursue opportunities for new revenue
- Encourage and support expansion and new business development by existing and new tenants and customers
- Emphasize international and domestic marketing to secure new cargoes and business opportunities
- Provide complete supply chain solutions to customer needs
- Strengthen and foster key partnerships and relationships
- Strengthen communication and coordination with stakeholders
- Understand and support customer needs and business models

Non-Operating Revenue

- Seek grants/financing to support goals

WEST VANCOUVER FREIGHT ACCESS

Goals: Develop and Maintain Multi-Modal Transportation; Maximize Marine Business and Development; Maximize Industrial Business and Development

- Deliver quality projects on time and within budget
- Manage stakeholder relations prior to and during construction
- Modify critical agreements with rail parties
- Manage right-of-way requirements
- Enhance safety program

CENTENNIAL INDUSTRIAL PARK

Goals: Maximize Industrial Business and Development; Generate and Sustain Diversified Revenues

- Actively market to existing and potential new industrial users
- Build new warehouse/facility

FREIGHT CORRIDORS

Goal: Develop and Maintain Multi-Modal Transportation

- Protect and improve surface transportation capacity
- Protect and improve rail corridor capacity
- Protect and improve river navigation
 1. Plan for and support future river infrastructure needs
 2. Manage regulatory changes impacting navigation
 3. Establish adequate Corps funding to maintain 43+ ft. channel depth


MASTER PLANNING FOR FUTURE DEVELOPMENT

Goals: Develop and Maintain Multi-Modal Transportation; Maximize Marine Business and Development; Maximize Industrial Business and Development; Generate and Sustain Diversified Revenues

- New Maritime Development Properties
- New Industrial Development Properties
- Columbia Gateway

DRAFT

Agenda Item No. E-3

REQUEST FOR COMMISSION ACTION	PORT OF VANCOUVER USA
REVIEWED BY:	
Lisa Lowe	Attorney at Law Title
APPROVED BY:	
 Patty Boyden	Director of Environmental Services Title
	01/14/2014 Date
SUBJECT:	Approve Settlement Agreement between the Port of Vancouver and NuStar Terminals Services, Inc. and NuStar Terminals Operations Partnership L.P.

BACKGROUND:

The settlement agreement supports the port's strategic goal to generate and sustain diversified revenues while promoting environmental stewardship, leadership and partnership.


The Port of Vancouver (port), NuStar Terminals Services, Inc. and NuStar Terminals Operations Partnership L.P. (NuStar) have been individually addressing historic contamination at, on, or under property owned by the port for years. The parties' individual remediation activities have been conducted under the guidance of the Washington State Department of Ecology.

In order to expedite the remediation, protect public property and to provide certainty, the parties propose to enter into a settlement agreement to formalize their partnership. NuStar and the port agree to work collaboratively to complete remediation and to partner in good faith to increase mutually beneficial business operations at the port. A release and waiver of claims shall be effective upon the final execution of a revised lease agreement acceptable to both parties. A modification to the Lease agreement is contemplated by December 31, 2014.

The specific terms of the agreement are subject to a confidentiality provision.

Additional Information Attached? No


RECOMMENDATION: That the Board of Commissioners authorize the Executive Director to sign the Settlement Agreement between the Port of Vancouver and NuStar Terminals Services, Inc. and NuStar Terminals Operations Partnership L.P.

Respectively Submitted by:  Executive Director	
Date Action Taken _____	Motion By: _____
Approved: _____	Seconded By: _____
Deferred To: _____	Unanimous: Yes ___ No ___

Agenda Item No. E-4

**REQUEST FOR COMMISSION ACTION
REVIEWED BY:**

PORT OF VANCOUVER USA


Julianna Marler

Director of Administrative
Services

APPROVED BY:

Jonathan Eder

Human Resources Manager 1/14/2014

Date

SUBJECT: Approve Interlocal Agreement with Washington State University for
Executive Training

BACKGROUND:

In fulfilling the goals of the Port of Vancouver USA's vision and mission to be a premier port that is globally recognized and provide economic benefit through leadership, stewardship and partnership, it is essential to invest in the tools and resources that are regarded as best practices for the industry and stakeholders for which it serves.

The Port of Vancouver USA has created a partnership with Washington State University, Vancouver College of Business, an institution of higher education, to provide executive training to leaders within the port's organization. Public agencies are authorized to enter into interlocal agreements under the authority of the Interlocal Cooperation Act, RCW 39.34, by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

The training modules will focus on executive and business skills tailored to the port's environment. The estimated annual cost of training for 2014 is \$48,300 with services to be billed on an hourly basis. Training costs have been included in the approved 2014 budget. Because training services will be customized to the port's needs staff recommends additional services and extensions to be approved by the executive director, and shall not exceed the executive director's authority for service contracts under Resolution 1-2009.

Additional Information Attached? Yes

RECOMMENDATION

That the Board of Commissioners authorizes the Executive Director to execute an Interlocal Agreement with Washington State University for executive and business skills training.

Respectively Submitted by:  **Executive Director**

Date Action Taken _____

Motion By: _____

Approved: _____

Seconded By: _____

Deferred To: _____

Unanimous: Yes ___ **No** ___

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
PORT OF VANCOUVER**

THIS INTERAGENCY AGREEMENT (the “Agreement”) is by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as “WSU”), and the Port of Vancouver, a public agency providing quality jobs, international trade connections, and a strong industrial land base located in Vancouver, WA. (hereafter referred to as “Port”).

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which WSU Vancouver College of Business will provide Executive Training Modules to the Port.

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

A. Duties of WSU:

1. Develop executive and business skill workshops tailored to the Port environment.
2. Conduct six (6) workshops in series of modules
 - a. Managing Organizational Congruence and Change (1 day)
 - b. Balanced Score Card (1.5 days)
 - c. Supply Chain Strategy (2 or 3 days)
 - d. Negotiations (2 or 3 days)
 - e. Sales (1 day)
 - f. Stakeholder Management (1 or 2 days, depending on complexity desired)

B. Duties of the Port:

1. Provide personnel to assist faculty in module development
2. Provide facilities and accommodations for workshops.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be for (1) year, and shall commence on January 1, 2014, and be completed on December 31, 2014 (the “Term”), unless terminated sooner as provided herein.

III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the

VII. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

VIII. MODIFICATION

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

X. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall share equally in any costs, if any, for the services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XII. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. statement of work; and
- C. any other provisions of the Agreement, including materials incorporated by reference.

XIII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XIV. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XV. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

XVI. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

[The remainder of this page intentionally left blank.]

XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: Jane Cote

College or Department: Business

Address: 14204 NE Salmon Creek Avenue Vancouver, WA. 98686

Telephone: 360-546-9756

Fax Number: 360-546-9037

The Contract Administrator for the Port is:

Name: _____

College or Department: _____

Address: _____

Telephone: _____

Fax Number: _____

XVIII. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

**WASHINGTON STATE UNIVERSITY
("WSU")**

Recommended by:

By: _____

Name: Lynn Valenter

Title: Vice Chancellor, Finance

Date: _____

Approved by:

By: _____

Name: Christine R. Hoyt

Title: Contracts Manager

Date: _____

**THE PORT OF VANCOUVER
("The Port")**

Recommended by:

By: _____

Name: _____

Title: _____

Date: _____

Approved by:

By: _____

Name: _____

Title: _____

Date: _____

Agenda Item No. E-5

REQUEST FOR COMMISSION ACTION
REVIEWED BY:

PORT OF VANCOUVER USA


Julianna Marler

Director of
Administrative Services
Title

APPROVED BY:


Curtis Shuck

Director of Economic
Development & Facilities
Title

01/14/2014
Date

SUBJECT: Approve Contract with HDJ Design Group, BergerABAM, and RH2
Engineering Inc. for On-Call Civil Engineering Services

BACKGROUND:

This contract supports the Port of Vancouver's strategic goals by enhancing continuing efforts to maximize marine business and development, maximize industrial business and develop and preserve multi-modal transportation access.

The Port requires civil engineering services for the design, planning, permitting and implementation of capital development initiatives. Examples of work that may be performed under this contract include siteplan development for prospective tenants, engineering and design of stormwater management systems, roadway frontage improvements, maintenance paving and striping, utility upgrades and/or replacement, site development, planning, permits and entitlements, preparation of cost estimates and general consulting related to civil engineering services.

On October 16, 2013, the port received proposals in response to a Request for Qualifications (RFQ) for the acquisition of On-Call Civil Engineering Services. The objective was to select up to three of the highest scoring proposers to serve in fulfilling the port's civil design requirements for various projects as they develop. Nineteen consultants responded with proposals which were individually scored by the port's evaluation team. The results determined HDJ Design Group, BergerABAM, and RH2 Engineering Inc., to be the most qualified consultants to perform the services required by the port.

The contracts will be issued for one (1) year with the option to extend for two (2) additional one-year terms. Once approved contract amounts have been reached on the on-call contract(s), additional funds will be requested through Executive Director or Board of Commission approval. The contract(s) will utilize the available 2014 budget and subsequent years shall be contingent upon available annual budget.

Additional Information Attached? No

RECOMMENDATION: That the Board of Commissioners authorize the Executive Director to execute a contract with HDJ Design Group for a not to exceed amount of \$300,000, BergerABAM for a not to exceed amount of \$200,000 and RH2 Engineering Inc., for a not to exceed amount of \$200,000 to perform on-call civil engineering services. The total contract period shall not exceed three years defined as one year with the option to extend for two additional one-year terms.

Respectively Submitted by: Juliana Martin A., Executive Director

Date Action Taken _____

Motion By: _____

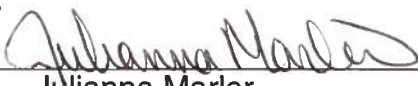

Approved: _____

Seconded By: _____

Deferred To: _____

Unanimous: Yes ___ No ___

Agenda Item No. E-6

REQUEST FOR COMMISSION ACTION	PORT OF VANCOUVER USA
REVIEWED BY:  Julianna Marler	Director of Administrative Services
APPROVED BY:  Katy Brooks	Community Planning / Outreach Manager 1/14/2014 Date
SUBJECT:	Approve Contract with R.L. Wickman, Inc. for State Government Relation Services

BACKGROUND:

The Port of Vancouver USA's Strategic Plan calls for maximizing marine and industrial business and development, developing and preserving transportation access, and generating and sustaining revenues. To meet these goals, aggressive and consistent advocacy is necessary to secure funding and address regulatory issues for projects supporting the plan.

Continuation of Washington State legislative services with R.L. Wickman, Inc. is recommended to maximize Port of Vancouver resources for development and conservation efforts and to create and sustain legislative support for Port of Vancouver projects and initiatives. Due to the uniqueness of these services, government relations/lobbying services contracts have been exempted from the competitive solicitation process per the adoption of Resolution 1-2010 which was approved by the Board of Commissioners on January 12, 2010.

R.L. Wickman, Inc. has a demonstrated expertise in serving the Port of Vancouver through his work with Columbia River organizations, and with local and state transportation leadership. This knowledge of the port industry, allows R. L. Wickman to bring a rich awareness and understanding of the political climate in Olympia and the state budget process, as well as excellent relationships with individuals representing the Washington Public Ports Association, BNSF Railroad, and other regional jurisdictions to the Port of Vancouver. This experience in port business and ongoing needs and continuity in services is critical to maintain momentum and to maximize opportunities for funding moving forward.

The proposed R.L. Wickman, Inc. contract cost is not to exceed \$55,000 per year including expenses and has a term from January 2014 – December 2014. The cost for services was approved in the 2014 budget. Staff recommends approval of this contract for one year with the option to extend for four - one year extensions subject to mutual agreement and approval through subsequent annual budgets.

Additional Information Attached? No X

RECOMMENDATION

That the Port of Vancouver USA Board of Commissioners authorizes the Executive Director to sign a personal service contract with R.L. Wickman, Inc. for an annual amount of \$55,000 including expenses for a one year term with the option to extend for four – one year extensions subject to approval in the annual budget.

Respectively Submitted by: Juliana Charles Sr., Executive Director

Date Action Taken _____

Motion By: _____



Approved: _____

Seconded By: _____

Deferred To: _____

Unanimous: Yes ___ No ___

Agenda Item No. E-7

REQUEST FOR COMMISSION ACTION REVIEWED BY:	PORT OF VANCOUVER USA	
 Julianna Marler	Director of Administrative Services	
APPROVED BY:	Community Planning / Outreach Manager	1/14/2014 Date
 Katy Brooks		
SUBJECT:	Approve Contract with Gordon Thomas Honeywell Government Affairs, LLC for Federal Government Relation Services	

BACKGROUND:

The Port of Vancouver USA's Strategic Plan calls for maximizing marine and industrial business and development, developing and preserving transportation access, and generating and sustaining revenues. To meet these goals, aggressive and sustained advocacy is necessary to secure funding and address regulatory issues for projects supporting the plan.

Continuation of services for federal government relations with Gordon Thomas Honeywell Government Affairs, LLC, is recommended to maximize resources for development projects and to create and sustain congressional support for Port of Vancouver projects and initiatives. This contract will provide a full range of advocacy, strategy and communication services in the congressional arena, with particular focus on securing funding for the West Vancouver Freight Access project.

Due to the uniqueness of these services, government relations/lobbying services contracts have been exempted from the competitive solicitation process per the adoption of Resolution 1-2010 which was approved by the Board of Commissioners on January 12, 2010.

It is of particular importance for advocacy of the West Vancouver Freight Access project, a multi-year project requiring long term strategy and continuity of communications and contacts to yield political and financial support for the project. It is additionally important to help advocate for funding the maintenance of the Lower Columbia River navigation channel, jetties at the mouth of the river and other navigational infrastructure.

The proposed Gordon Thomas Honeywell Governmental Affairs, LLC contract cost is not to exceed \$130,000 per year including expenses and has a term from January 2014 – December 2014. The cost for services was approved in the 2014 budget. Staff recommends approval of this contract for one year with the option to extend for four - one year extensions subject to mutual agreement and approval through subsequent annual budgets.

Additional Information Attached? No X

RECOMMENDATION

That the Port of Vancouver USA Board of Commissioners authorizes the Executive Director to sign a personal services contract with Gordon Thomas Honeywell Governmental Affairs, LLC for an annual amount of \$130,000 including expenses for a one year term with the option to extend for four – one year extensions subject to approval in the annual budget.

Respectively Submitted by: Juliana Naula Br., Executive Director

Date Action Taken _____

Motion By: _____

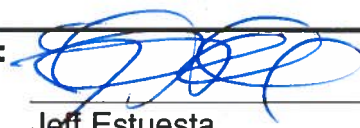
Approved: _____

Seconded By: _____

Deferred To: _____

Unanimous: Yes ___ **No** ___

Agenda Item No. H-1

REQUEST FOR COMMISSION ACTION	PORT OF VANCOUVER USA	
REVIEWED BY: _____	<u>Accounts Payable</u> Title	
APPROVED BY:  _____	<u>Director of Finance</u> Title	<u>01/14/2014</u> Date
SUBJECT:	VENDOR CLAIMS APPROVAL	

BACKGROUND:


Please refer to attached listing December 2013 Vendor Claims:

December 2013		
Voucher Numbers	068502 - 068964	\$4,445,168.95
Payroll Voucher Numbers		\$ 393,607.17
Direct Deposits	490001 – 490106 510001 – 510105	

Additional Information Attached: December 2013 Payables Listing

RECOMMENDATION:

That the Port of Vancouver USA Board of Commissioners, by motion, ratifies and approves the payment of December 2013 Vouchers 068502 – 068964 in the amount of \$4,445,168.95 and December 2013 Payroll Direct Deposits 490001 – 490106 and 510001 – 510105 in the amount of \$393,607.17.

Respectively Submitted by:  _____, Executive Director	
Date Action Taken _____	Motion By: _____
Approved: _____	Seconded By: _____
Deferred To: _____	Unanimous: Yes ___ No ___