

## INTERGOVERNMENTAL AGREEMENT

An Agreement (“Agreement”) made in Vancouver, Washington, on the 5<sup>th</sup> day of MARCH, 2010, among the Port of Camas-Washougal, the Port of Ridgefield, and the Port of Vancouver, USA, each, a municipal corporation organized and existing under the laws of the State of Washington (hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”).

### RECITALS

The Washington State Shoreline Management Act requires counties and cities to update their Shoreline Master Programs (“SMP’s”). The cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, Yacolt, and Clark County have partnered in this two to three-year effort to improve consistency in shoreline management throughout Clark County. Updates are required to be completed by December 1, 2011. Currently, each Party is represented on the Shoreline Stakeholder’s Advisory Committee (“SSAC”).

The Parties agree that consultant expertise is needed to collectively assist each party with goals, policies, and regulations that impact port districts and port district development within applicable shoreline areas.

Pursuant to the laws of Washington, the Parties elect to enter into this Agreement to facilitate coordination of hiring a consultant and other required activities to successfully create a Shoreline Master Program update that addresses port district matters (the “Project”).

Therefore, the Parties agree as follows:

### AGREEMENT

#### I. PURPOSE

- A. This is an Intergovernmental Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, among the Parties.
- B. Pursuant to RCW 39.34, the purpose of this Intergovernmental Agreement is as set forth in Article I (PURPOSE). Its duration is as specified in Article II (DURATION OF AGREEMENT). Its method of termination is set forth in Article III (TERMINATION OF AGREEMENT). Its manner of financing and of establishing and maintaining a budget is described in Article VI (FINANCIAL). No property shall be acquired pursuant to this Agreement that will need to be disposed of upon partial or complete termination of this Agreement.
- C. The purpose of this Agreement is to establish the duties and responsibilities of the Parties in facilitating coordination of hiring, funding, and other required

activities to obtain a consultant to provide (i) technical and strategic direction to port SSAC members; (ii) assist the Parties with goals, policies, and regulations that impact port development; (iii) technical expertise as the SSAC collaborates with the Shoreline Technical Advisory Committee (“TAC”); and (iv) assist the SSAC with work assignments requested by the Shoreline Project Management Team such as cumulative impact analysis, shoreline jurisdiction determination, inventory analysis, and language review.

- D. The intent of the Parties is to cooperatively act pursuant to the provisions of the Interlocal Cooperation Act, RCW 39.34. There is no intent to create a separate legal or administrative entity by this Agreement.

## II. DURATION OF AGREEMENT

The term of this Agreement is for the period from \_\_\_\_\_, 2010, through December, 2011, unless earlier terminated as provided herein.

## III. TERMINATION OF AGREEMENT

- A. A majority of the Parties may choose to terminate this Agreement by notifying all of the Parties in writing 90 days prior to termination. Upon either party giving notice of termination as provided for herein, future performance obligations of the Parties shall be suspended until such time as the Parties further agree or until the Agreement terminates.
- B. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Section shall not relieve the Parties of liability for any obligation previously incurred.

## IV. SCOPE

The Parties shall work cooperatively and in good faith to engage the services of a consultant to perform the activities provided in Section I.C above.

## V. DESIGNATION OF PROJECT MANAGERS

- A. To provide for consistent and effective communication, the Parties, not later than five (5) days after execution of this Agreement, shall each appoint a named senior representative as a Project Manager.
- B. Until termination of this Agreement, the Project Managers shall:
- i. Negotiate an agreement with an agreed upon consultant (“Consultant”) that specifies the financial terms, the scope of work, and other aspects related to the position to be funded by the Parties;

- ii. Agree upon the scheduling and priority of work to be performed by the Consultant;
- iii. Consult frequently to ensure that this Agreement continues to serve each Party's requirements; and
- iv. Ensure the payment of the necessary funds to the Consultant.

VI. COST SHARING

- A. The Consultant will establish separate accounts for each Party and bill each Party separately for work in common to all of the Parties. The Consultant will also bill a Party directly for work attributable to one Party.
- B. It is the intent of the Parties that each Party shall contribute funds to cover its equal share of work in common plus work solely attributable to such Party.
- C. Each Party agrees to endeavor to ensure that its share is available at appropriate times under this Agreement.

VII. AGREEMENT ADMINISTRATION AND COMMUNICATIONS

The Project Managers shall administer this Agreement. The Project Managers shall monitor service level and budget provisions of this Agreement.

VIII. NO THIRD PARTY BENEFICIARY

The Parties do not intend there be any third-party beneficiary to this Agreement.

IX. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the Port of Camas-Washougal:  
PORT OF CAMAS - WASHOUGAL  
24 South A Street  
Washougal, WA 98671-2199  
Phone: (360) 835-2196  
Attention: David Ripp  
Executive Director

To the Port of Ridgefield:  
PORT OF RIDGEFIELD  
111 West Division Street

Ridgefield, WA 98642  
Phone: (360) 887-3873  
Attention: Brent Grenig  
Executive Director

To the Port of Vancouver, USA:  
PORT OF VANCOUVER  
3103 Lower River Road  
Vancouver, Washington 98660-1027  
Phone: (360) 693-3611  
Attention: Lawrance L. Paulson  
Executive Director

The name and address to which notices shall be directed may be changed by any of the Parties giving the other Parties notice of such change as provided in this section.

X. WAIVER

No waiver by either Party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

XI. WITHDRAWAL

A Party may withdraw at any time, upon written notice to all of the Parties. In the event that a Party withdraws from this Agreement after the receipt of any grant funds from a private or public grant, the withdrawing Party shall remain responsible for the full amount of that Party's contribution under this Agreement.

XII. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of all of the Parties.

XIII. ATTORNEYS' FEES AND COSTS

All Parties shall bear their own costs of enforcing the rights and responsibilities under the Agreement.

XIV. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

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XV. DOCUMENT EXECUTION AND FILING

The Parties agree that there shall be three ( 3 ) signed originals of this Agreement procured and distributed for signature by the necessary officials of each Party. Upon execution, the executed originals of this Agreement shall be returned to the Port of Vancouver, USA who shall file copies of this Agreement with the Clark County Auditor and distribute conformed originals to the Parties. Upon receipt by the Clark County Auditor of the signed originals, each such signed original shall constitute an Agreement binding upon all Parties.

XVI. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary.

XVIII. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

XIX. DISPUTES

Disputes among the Parties regarding this Agreement shall be referred to mediation using a mediator agreed upon by the Parties to the dispute. If the dispute is not resolved by mediation, the Parties shall be free to pursue any remedies to which they are entitled.

XX. EFFECTIVE DATE

This Agreement shall be effective when it has been fully executed by all of the Parties and filed with the Clark County Auditor's Office. This Agreement shall expire upon completion of the Project, or December 31, 2011, whichever occurs first. At the time

of execution of this Agreement, the Parties anticipate completion of the Project by June 30, 2011.

**PORT OF CAMAS - WASHOUGAL**

By: David Ripp  
Title: Executive Director  
Name: David Ripp  
Date: 2-16-10

**PORT OF RIDGEFIELD**

By: Brent A. Grening  
Title: EXECUTIVE DIRECTOR  
Name: BRENT A. GRENING  
Date: 3-5-10

**PORT OF VANCOUVER, USA**

By: Lawrence L. Proulx  
Title: EXECUTIVE DIRECTOR  
Name: Lawrence L. Proulx  
Date: February 23, 2010