

**Memorandum of Agreement
between
The Port of Vancouver
and
Clark College**

THIS AGREEMENT is made and entered into this 9th day of February, 2016, between Clark College ("Clark") and the Port of Vancouver ("the Port") and relates to collaborative activities at the former Red Lion restaurant, lobby and ballrooms now known at the Port of Vancouver Terminal 1 and as depicted on the attached Exhibit "A" ("Terminal 1").

TIME OF COMMENCEMENT AND COMPLETION. The obligations described in this Agreement become effective on the date this Agreement is signed by both parties. The Agreement will terminate on June 30, 2017, but is expected to be renewed on an annual basis until the Port begins renovations to the Terminal 1 property as part of the Port's waterfront redevelopment.

TERM. This duration of this Agreement is expected to be between 24 and 36 months - until such time as the Port closes operations at Terminal 1 for renovations related to the Terminal 1 development.

GOAL. The goal of this Agreement is to stimulate education, art, commerce and the creation of a "sense of place" for our community at Terminal 1 as it currently exists. Clark will partner with the Port to provide educational and community programs at Terminal 1 through collaboration with the Port's Terminal 1 Companies and as more fully described on the attached Exhibit "B". The Port plans to lease to private for-profit organizations (Companies) to provide a range of services, including a coffee shop, bar, event space, commercial kitchen, restaurant facilities and other uses. This Agreement allows Clark College the ability to collaborate with Terminal 1 Companies and the Port to form agreements that integrate applied education and added community value. Clark will provide an opportunity to test these programs as the Port plans the future of Terminal, including:

- Applied learning relating to restaurant, bar service and coffee services
- Educational training at the food, beverage and event areas of Terminal 1 to provide the community with education opportunities in collaboration with Port tenants
- Potentially develop other educational activities to encourage community integration and foot traffic
- Identify and coordinate art, education and business development opportunities that add community value

The Port's key goals include:

- Efficient use of Terminal 1 on an interim basis until the Terminal 1 redevelopment starts
- Drive traffic to Terminal 1 to avoid issues related to unused property
- Start to develop a sense of place that incorporates education, art, history and commerce
- Generate revenue to offset costs related to keeping Terminal 1 operational.
- Experiment with programs and partnerships so that the lessons learned can be incorporated into the final Terminal 1 Development
- Allow for community events within Terminal 1 and collaboration of events with the City of Vancouver in the amphitheater

PURPOSE. The purpose of this Agreement is to establish the basis of cooperation between Clark and the Port regarding planning and execution of mutual interest projects at Terminal 1 during the Term.

SCOPE. Programs undertaken under this Agreement shall have an economic development purpose. They may include but are not limited to:

- **Clark** providing community classes, working with the Port's Terminal 1 Companies to develop work related applied training, and working with the Port to develop an overall plan for Terminal 1 as a center for education, art, culture, history and commerce.
- **The Port** managing the property at Terminal 1, ensuring the property is safe, secure, maintained and operationally viable for hosting educational programming and public events.

Collaborative programs between the Port, the Port's Terminal 1 Companies and Clark will be planned and negotiated between Clark and Terminal 1 Companies. Any agreement between Clark and a Terminal 1 Company will be subject to Port approval, which shall not be unreasonably withheld. Clark and the Port will develop a plan for these collaborative efforts. Each agreed-upon program shall be in writing and shall include a description of the program and the rights and responsibilities of each party involved in the program.

PAYMENT and REVENUE SHARING. The primary focus of operating the Terminal 1 is to drive traffic and lay the foundation for creating a community "place". The Port will require compensation from Terminal 1 Companies and from Terminal 1 events. Clark requires that classes and programs relocated to Terminal 1 result in a zero net cost from their current locations. The Port will collaborate with Clark on finding funding for costs associated with appropriate programs, and allow Clark to negotiate with Terminal 1 Companies to implement educational and community-based programs and services requiring tenant improvements or other investments.

CONFIDENTIALITY OF STUDENT INFORMATION. The parties agree that all Clark student records created or obtained in the course of performing this Agreement shall be subject to the confidentiality, disclosure, and re-disclosure provisions of the Family Educational Rights and Privacy Act (FERPA) and other applicable federal and state statutes and Clark policies and regulations.

INDEMNIFICATION AND HOLD HARMLESS.

The PORT does release, indemnify and promise to defend and save harmless Clark, its officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by Clark, its officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly out of the Port's performance of the terms and conditions of this Agreement. In making such assurances, the Port specifically agrees to indemnify and hold harmless Clark from any and all bodily injury claims brought by employees of the Port and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against Clark. Provided, however, this paragraph does not purport to indemnify Clark against the liability for damages arising out of bodily injuries to person or damages to the extent attributable to the negligence of Clark, its officials, officers, employees and agents. Indemnification shall survive the expiration or termination of this Agreement, provided, however, that this indemnification shall not apply to any anticipated future agreements between the Parties or between Clark and the Port's Terminal 1 Companies.

Clark does release, indemnify and promise to defend and save harmless the Port, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the Port, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly out of Clark's performance of the terms and conditions of this Agreement. In making such assurances, Clark specifically agrees to indemnify and hold harmless the Port from any and all bodily injury claims brought by employees of Clark and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the Port. Provided, however, this paragraph does not purport to indemnify the Port against the liability for damages arising out of bodily injuries to person or damages to the extent attributable to the negligence of the Port, its elected officials, officers, employees and agents. Indemnification shall survive the expiration or termination of this Agreement, provided, however, that this indemnification shall not apply to any anticipated future agreements between the Parties or between Clark and the Port's Terminal 1 Companies.

TERMINATION. The parties agree that either party, with or without cause, reserves the right to terminate this Agreement with 30 days written notice. In the event the Agreement is terminated it is expected that any programs or events planned or already in process will be supported and executed unless the termination of those is mutually agreeable by the Port, the Terminal 1 Companies, and Clark.

The Port of Vancouver,



Katy Brooks, Director of Economic Development

2-23-16

Date




Todd Coleman, Chief Executive Officer

2-23-16

Date

Clark College

Recommended By:



Kevin Witte
Associate Vice President of Economic and Community
Development

2/15/16

Date

Approved By:



Robert K. Knight
President, Clark College

2/9/16

Date

EXHIBIT "A"

Depiction of Terminal 1

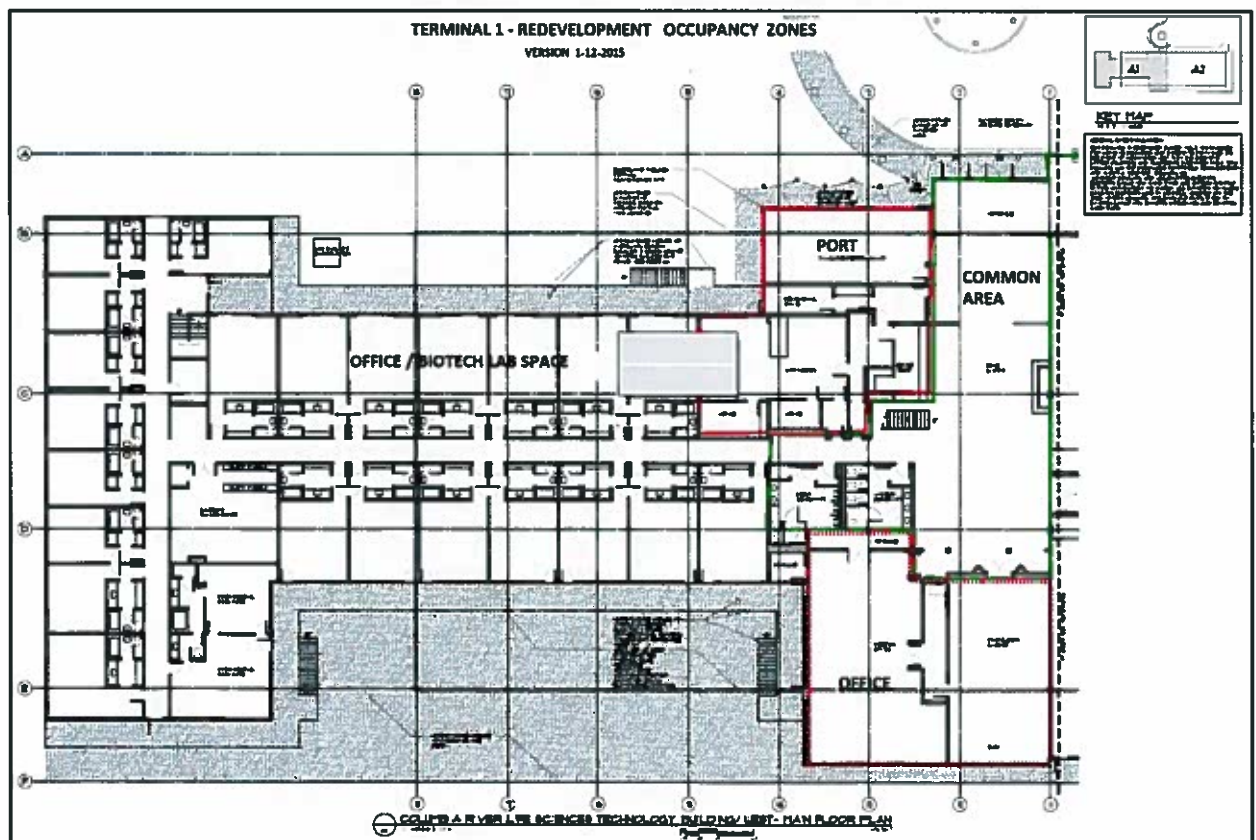
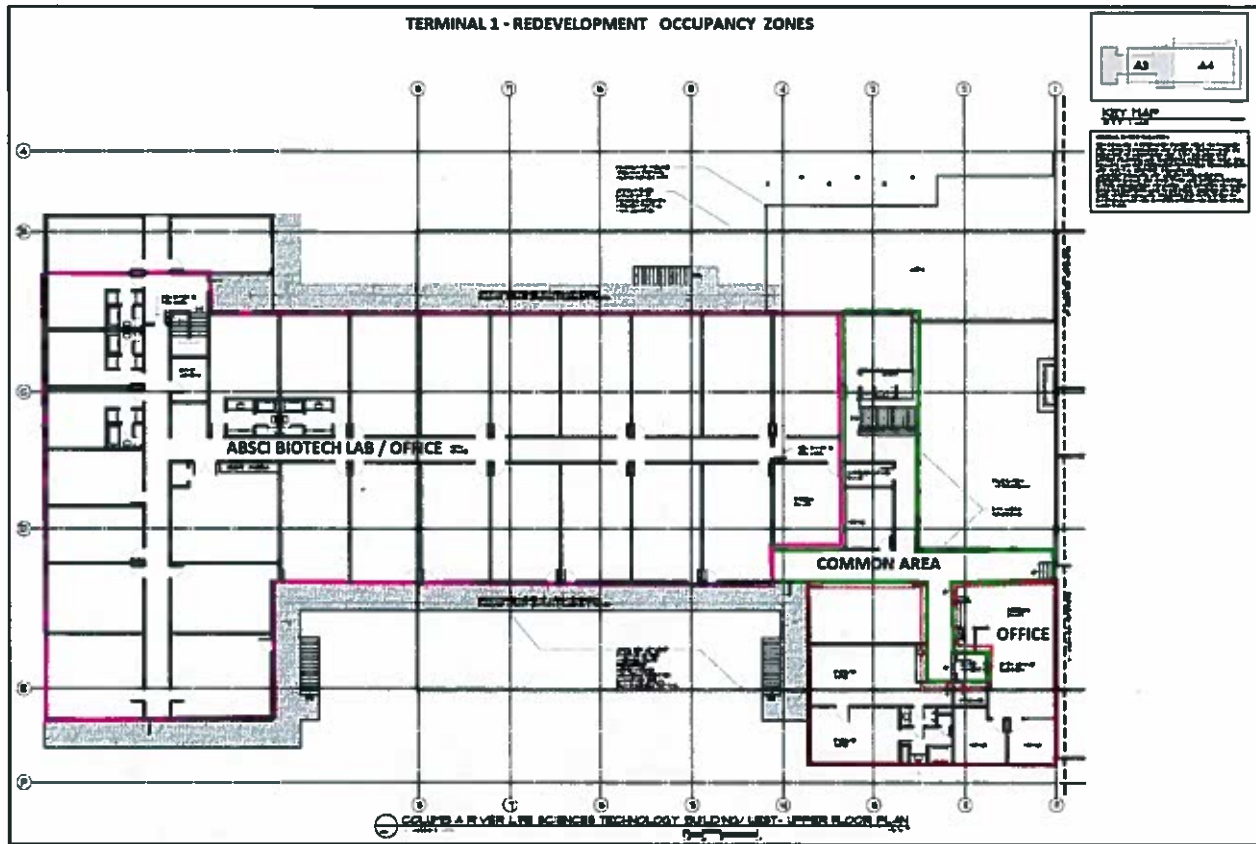


EXHIBIT B
**General Agreed to Principles Regarding Education and Community Programs at Terminal
1**

Goal of Terminal 1:

The Port of Vancouver intends that Terminal 1 be a vibrant public market place with food, beverage, retail and cultural activity with strong ties to the community through programs and business relationships. The interim use of Terminal 1 provides a platform to test and grow these activities and partnerships. This Agreement with Clark will provide a working partnership to accomplish this. To maximize this opportunity, the port agrees to ensure that Terminal 1 Companies participate in the following:

- Commitment to the vision of using Terminal 1 to create a strong sense of place and community engagement
- Collaboration with Clark College on learning, training and workforce development opportunities
- Value community engagement, diversity and sustainability