

## **CLARK COUNTY FREIGHT MOBILITY STUDY INTERGOVERNMENTAL AGREEMENT**

THIS Agreement is entered into between Southwest Washington Regional Transportation Council (hereinafter referred to as "RTC") and Port of Vancouver.

### **Recitals:**

WHEREAS, RTC was designated by the Governor of the State of Washington as the Metropolitan Planning Organization (MPO) for Clark County effective July 8, 1992, in accordance with 23 CFR 456.106(A) Section 8 of the Federal Transit Act of 1964 as amended, and Section 123 Title 23 USC as amended, and Section 47.80.030 RCW as amended; and

WHEREAS, Port of Vancouver is authorized to enter into interlocal agreements; and

WHEREAS, RTC is involved in planning for the long term regional transportation needs of Clark County, Washington and has determined that it is in the best interest of RTC to participate in the Clark County Freight Mobility Study to identify the multi-modal freight and goods mobility system and its current and future deficiencies as well as identify corridor investment needs in order to sustain jobs and economic development for existing and future industrial and employment centers and to provide a written report on the freight transportation system; and

WHEREAS, RTC has secured Federal Surface Transportation Program funds in the amount of \$250,000 to conduct the Clark County Freight Mobility Study; and

WHEREAS, RTC needs \$40,000 in local funds to match the Federal Surface Transportation Program funds; and RTC, Clark County, City of Vancouver, the Port of Vancouver, the Port of Camas-Washougal and the Port of Ridgefield have agreed to jointly provide the needed local match; and

WHEREAS, RTC and Port of Vancouver may mutually contract for the purpose of conducting the Clark County Freight Mobility Study.

NOW, THEREFORE, BE IT RESOLVED that in consideration of the mutual covenants herein set forth, Port of Vancouver and RTC agree as follows:

## **I. SCOPE OF WORK**

RTC shall undertake and complete the Clark County Freight Mobility Study. The final Scope of Work will be developed in partnership with Port of Vancouver.

## **II. TIME OF PERFORMANCE**

The work to be performed under this contract shall be commenced as scheduled, and subject to authorized adjustments, completion shall be achieved not later than June 30, 2010.

## **III. CONTRACT SUM**

Port of Vancouver agrees to pay a sum not to exceed \$15,000 which is their portion of the required local match.

## **IV. PAYMENT**

Quarterly invoices will be submitted to Port of Vancouver for approval and payment.

## **V. TERMINATION**

This project may be terminated by either party upon thirty (30) days written notice. When either party determines that such termination is in its best interest, termination will become effective thirty (30) days after receipt of the letter of intent to terminate. Only actual direct expenses incurred prior to the time of termination shall be paid, subject to the provisions of Section IV.

## **VI. MODIFICATIONS**

Either party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

## **VII. AUDITS, INSPECTIONS, AND RETENTION OF RECORDS**

Port of Vancouver and any of its representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of RTC's records with respect to all matters covered by this contract. Such representatives shall be permitted to audit, examine and make excerpts or transcripts of such records and to make audits of all contracts, invoices, materials, payrolls, and other matters covered by this contract. All documents, papers, accounting records, and other materials pertaining to costs incurred in connection with the project shall be retained by RTC for three (3) years from the date of completion of this project to facilitate any audits or inspections.

## **VIII. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the execution of this contract, RTC shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. RTC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. RTC further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

## **IX. INDEPENDENT CONTRACTOR**

RTC shall be deemed an independent contractor for all purposes, and the employees of RTC or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be the employees of Port of Vancouver. As such, the employees of RTC, its contractors, and subcontractors shall not be subject to any withholding for tax, social security, or other purposes by Port of Vancouver nor shall such contractor, subcontractor, or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from Port of Vancouver.

## **X. ADHERENCE TO LAW**

RTC will be required to comply with all applicable Federal, State, and local laws and requirements.

## **XI. PROHIBITED INTEREST**

Port of Vancouver's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements.

## **XII. SEVERABILITY**

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this contract.

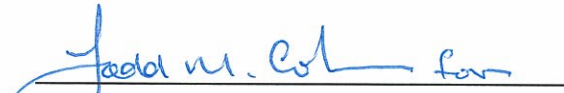
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

PORT OF VANCOUVER

SOUTHWEST WASHINGTON  
REGIONAL TRANSPORTATION  
COUNCIL (RTC)

By:

By:

  
Larry Paulson  
Port Executive Director

  
Dean Lookingbill  
Transportation Director

Date: 3-25-09

Date: 3-26-09