

INTERGOVERNMENTAL AGREEMENT

An Agreement ("Agreement") made on the 17 day of July, 2017, among the Port of Vancouver, the Port of Longview, and the Port of Kalama, 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

WHEREAS, the Parties are Washington Non-Federal Sponsors and parties, with other parties, to the Project Cooperation Agreement dated June 23, 2004, (hereinafter "PCA") for the Columbia River Channel Improvement Project (hereinafter "Project").

WHEREAS, the Parties have previously entered into an Intergovernmental Agreement, as amended, for the purpose of stipulating the terms and conditions in which the Parties would allocate the costs related to the Washington Non-Federal Sponsors' share of the Project; and

WHEREAS, the Port of Longview, as identified in the Washington Ports Agreement, dated February 22, 1999, and as amended and restated in a Fifth Amendment to the Washington Ports Agreement dated February 2008 (WPA), is responsible for environmental permitting, including acting as the Responsible Official under the State Environmental Policy Act (SEPA);

WHEREAS, the Ports of Vancouver, Kalama, and Woodland are also identified in the WPA, and in the Memorandum of Understanding Between the U.S. Army Corps of Engineers, Portland District, Port of Longview, Port of Woodland, Port of Kalama, Port of Vancouver, and Port of Portland for the Development of the Environmental Impact Statement for the Lower Columbia River Federal Navigation Channel Maintenance Plan as SEPA co-lead agencies ("MOU"); and

WHEREAS, the Ports of Longview, Vancouver, Kalama, and Woodland (WA Sponsor Ports) have entered into a Co-Lead Agency Memorandum of Understanding for the Development of the Environmental Impact Statement for the Lower Columbia River Federal Navigation Channel Maintenance Plan, dated June 28, 2017 ("Co-Lead Agency Agreement"); and

WHEREAS, the Parties desire that the Port of Longview employ a SEPA Responsible Official ("POL Employee"), pursuant to WAC 197-11-788, 197-11-910, 197-11-944 and the Port of Longview's SEPA Resolution, Resolution 2014-6, as amended, with the education and experience to fulfill this role under the WPA, the Co-Lead Agency Agreement, the MOU, and applicable laws and regulations, and provide said services on behalf of the Parties. A copy of the Port of Longview employment agreement is attached hereto as Exhibit "A" and referred to herein as the "Employment Contract"; and

WHEREAS, the Parties interviewed and selected a SEPA Responsible Official that will be employed no longer than for the duration of the SEPA environmental impact analysis process for the Project, and which employment may extend through an appeal process.

Therefore, the Parties agree as follows:

I. PURPOSE

- A. This is an Intergovernmental Agreement entered into under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW.

- B. Pursuant to chapter 39.34 RCW, 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 (COST SHARING). 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 funding and management of the Employment Contract.
- D. The intent of the Parties is to cooperatively act pursuant to the provisions of the Interlocal Cooperation Act, chapter 39.34 RCW. There is no intent to create a separate legal or administrative entity by this Agreement.

II. DURATION

- A. The Parties agree that the initial term of employment will be up to a twenty-four (24) month period, the anticipated duration of the SEPA environmental impact analysis process, but that the POL Employee will be an at-will employee whose employment may be terminated earlier.
- B. The terms of this Agreement is for the period from execution through July 3, 2019, unless earlier terminated or amended as provided herein.
- C. The Parties agree that employment may extend through an appeal process and this Agreement may be amended as described herein to accommodate additional time, and cost-sharing, as required to complete the Project.

III. TERMINATION OF AGREEMENT

- A. A majority of the Parties may choose to terminate this Agreement by notifying all of the Parties in writing ninety (90) days prior to termination, and in such case the Port of Longview will terminate the Employment Contract according to its terms.
- B. Any termination of this Agreement shall not relieve the Parties of liability for any obligation previously incurred under this Agreement.

IV. SCOPE

The Project Manager, designated below, will manage the services of the POL Employee in performing the Employment Contract requirements, with input from and coordination with the Parties.

V. DESIGNATION OF PROJECT MANAGER

- A. To provide for consistent and effective communication, the Parties appoint Lisa Hendriksen of the Port of Longview as the Project Manager.
- B. Until termination of this Agreement, the Project Manager shall:

1. Manage the Employment Contract;
 2. Agree upon the scheduling and priority of work to be performed by the POL Employee;
 3. Obtain agreement of the Parties on the compensation package to be included in the Employment Contract, and on the cost of employing the POL Employee.
 4. Consult frequently with the Parties to ensure that this Agreement continues to serve each Party's requirements;
 5. Share information and documentation created by the POL Employee; and
 6. Ensure the payment of the necessary funds to the POL Employee.
- C. The Project Manager shall not, without written approval of the Parties, amend the Employment Contract, including but not limited to extending the Employment Contract or increasing the amount paid under the Employment Contract.
- D. The Port of Longview may terminate the Employment Contract, and in such event, this Agreement will continue until a replacement employee is hired, unless this Agreement is terminated according to its terms.

VI. COST SHARING

- A. The Parties each agree to equally share in the cost of the Employment Contract. The Port of Longview will bill the Port of Kalama and Port of Vancouver one-third each of the costs associated with the Employment Contract, including all compensation (employer paid taxes, benefits, time off, etc.). The Port of Kalama and the Port of Vancouver shall pay as invoiced to the Port of Longview within thirty (30) days of receipt.
- B. Each Party's obligation shall not exceed one third of \$100,000, without further written agreement by the Parties.

VII. NO THIRD PARTY BENEFICIARY

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

VIII. NOTICE

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

To the Port of Longview:
10 Port Way
Longview, WA 98632
Phone: (360) 425-3305
Attn: Norm Krehbiel, Chief Executive Officer

To the Port of Vancouver, USA:
3103 Lower River Road
Vancouver, WA 98660-1027
Phone: (360) 693-3611
Attn: Julianna Marler, Executive Director

To the Port of Kalama:
380 W. Marine Drive
Kalama, WA 98625
Phone: (360) 673-2325
Attn: Mark Wilson, 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.

IX. 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.

X. 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.

XI. 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.

XII. ATTORNEYS' FEES AND COSTS

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

XIII. RATIFICATION

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

XIV. DOCUMENT EXECUTION AND POSTING

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 each identified Party. The Port of Longview shall post a copy of this Agreement on the Port of Longview's website pursuant to Chapter 39.34.040

RCW. Upon execution of the originals and posting of a copy on the Port's website, each signed original shall constitute an agreement binding upon all Parties.

XV. SEVERABILITY

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

XVI. 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.

XVII. 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.

XVIII. 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.

PORT OF LONGVIEW

By: *Norman G. Krebbiel*
Title: C.E.O.
Name: Norman G. Krebbiel
Date: 19 July 2017

PORT OF KALAMA

By: _____
Title: _____
Name: _____
Date: _____

PORT OF VANCOUVER, USA

By: *Dawn Egbert*
Title: Procurement Services Manager
Name: Dawn Egbert
Date: 9.19.2017

EXHIBIT A
EMPLOYMENT CONTRACT



June 23, 2017

Ann Farr
5124 1st Avenue NW
Seattle, WA 98107

Re: Port of Longview SEPA Responsible Official Temporary Employment

Dear Ann:

This letter confirms the terms of your temporary employment with the Port of Longview to serve as the State Environmental Policy Act (SEPA) Responsible Official for the Port of Longview as the SEPA Lead Agency, and the Ports of Kalama, Woodland, and Vancouver as the SEPA Co-Lead agencies for the joint SEPA/NEPA (National Environmental Policy Act) environmental impact statement for the Lower Columbia River – Channel Improvement Plan. Additionally, this position will represent the Ports of Longview, Kalama, Woodland, Vancouver, and the Port of Portland, OR as the cooperating agency contact for the Portland District US Army Corps of Engineers under NEPA.

You will report directly to Norm Krehbiel, Chief Executive Officer. Your position is a non-exempt (eligible for overtime) temporary project-specific position with the Port. The Port of Longview is an Equal Employment Opportunity employer, and all employees are at-will and subject to termination at any time, for any reason, with or without cause. At the same time, employees may terminate their employment at any time for any reason.

Compensation: \$70/hour. You will prepare time sheets every two weeks reflecting time spent each day and a brief description of tasks performed and submit those to the Port. Payment by the Port will be on the regular admin payroll cycle. Since this position is temporary, no other benefits apply, including, without limitation, no accrual of sick or vacation leave, health insurance, retirement, etc. except to the extent you are otherwise eligible to receive such benefits pursuant to the applicable Plans or Port of Longview policy.

Start Date: July 3, 2017

PORTOFLONGVIEW.COM

T. 360-425-3305
F. 360-425-8650

10 PORT WAY
LONGVIEW, WASHINGTON 98632

WASHINGTON'S WORKING PORT

End Date: The Port of Longview anticipates that your employment will conclude upon completion of the Port's responsibilities for environmental review pursuant to the State Environmental Policy Act (SEPA) and, if applicable, the National Environmental Policy Act (NEPA) for the above-referenced project, currently estimated to last approximately 24 months. The Port of Longview may, at its sole discretion, extend your assignment. Nothing in this paragraph or letter, however, changes the "at will" nature of your employment. Pursuant to "at will" employment in the State of Washington, either you or the Port of Longview may terminate the employment relationship at any time, with or without advance notice, and for any reason, unless otherwise prohibited by law.

Your primary place of employment will be the 1st Ave NW address identified in this letter. The Port will reimburse reasonable travel expenses, including mileage from the Seattle address to Port offices or other meeting or hearing venues at IRS rates, and will reimburse reasonable hotel and meal costs when such travel is requested by the Port. Meals will be reimbursed at the per diem rate of the Port of Longview Travel and Expense Reimbursement Policy.

The Port will provide you with a work area, computer and landline at the Port of Longview Office at 10 Port Way, Longview, WA.

The Port will provide you with a Port cell phone, to be used only for Port official business, and which will be surrendered upon completion of this project. Use of the cell phone must comply with the Port Cell Phone Policy - 6.2.3 and Appendix 9 of the Employment Policy Handbook.

To the extent that you are also performing work pursuant to a separate, temporary work assignment or other consulting work, law requires that you perform work on each of these assignments separately. Accordingly, time recorded on your time sheets for the Port of Longview must not overlap with time worked and reported on other temporary work assignments or consulting services.

The Port will take responsibility to confirm that your activities pursuant to this temporary employment related to the above-referenced project are covered under the Port's insurance coverages, to the same degree that it covers the activities of other Port employees.

To accept this job offer:

Sign and date this job offer letter where indicated below.

1. Return (by mail, email, fax or in person) all pages of the signed and dated documents listed above back to us, to arrive by Friday, June 30, 2017.
2. Attend new-hire orientation on or before July 14, 2017

To decline this job offer:

1. Return (by mail, email, fax or in person) all pages of the signed and dated documents listed above back to us, to arrive by Friday, June 30, 2017.

We are pleased to have you join Port staff on this project-specific basis. Although you report directly to Norm Krehbiel, you will be working closely with Lisa Hendriksen, Director of Planning and Environmental Services. Feel free to call one of us if you have questions or concerns.

Sincerely,



Norm Krehbiel
Chief Executive Officer

Accept Job Offer:

By signing and dating this letter below, I, Ann Farr, accept this job offer of SEPA Responsible Official Temporary Employment by the Port of Longview.

Signature: Ann K. Farr

Date: 6/26/2017

Decline Job Offer:

By signing and dating this letter below, I, Ann Farr, decline this job offer of SEPA Responsible Official Temporary Employment by the Port of Longview.

Signature: _____

Date: _____

