

INTERLOCAL AGREEMENT 0510-17
BETWEEN
Port of Vancouver, Port of Longview, Port of Woodland,
Port of Kalama, & Port of Portland

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the “Agreement”, is entered into under authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the ports named above being corporations of the State of Washington, hereinafter referred to individually as “PORT” or collectively as the “PARTIES”

RECITALS:

WHEREAS, the PARTIES are mutually interested in job creation and the economic development of the community; and

WHEREAS, the PARTIES provide planning, project development, land development, land aggregation, infrastructure and utility development, land use and environment disciplines, marketing and other services related to freight transportation, economic development and job creation within the Port of Vancouver statutory limitations; and

WHEREAS, the PARTIES may choose to share funding and resources to support job creation and economic development; and

WHEREAS, the PARTIES have previously entered as parties into an IGA with the Port of Portland , i.e., “Intergovernmental Agreement Among Lower Columbia River Ports for Columbia and Lower Willamette River Federal Navigation and Channel Deepening and Maintenance 1999” and other agreements for the purpose of joint venturing to accomplish projects related to the Columbia River Channel Improvement project (“Project”); stipulating the terms and conditions for executing obligations, responsibilities, and cost sharing related to the delivery and execution of personal and professional services; and

WHEREAS, the PARTIES desire that the Port of Vancouver USA employ a **Public Relations and Strategic Communications Services Consultant** to provide necessary expertise in support and accomplishment of the Columbia River Channel Maintenance project (PROJECT); and

WHEREAS, the Port of Vancouver served as lead party to facilitate and conduct a solicitation process in conjunction with the PORTS and selected **Maul Foster & Alongi** (“CONSULTANT”) to perform Public Relations and Strategic Communications Services related to the Project; and

WHEREAS, the Port of Vancouver, as the contracting agent for the Project, and with concurrence from the collective PARTIES, entered into an initial agreement with **Maul Foster & Alongi** for a contract amount not to exceed of **\$179,216**.

NOW THEREFORE the PARTIES agree:

SECTION 1: PURPOSE

The purpose of this Agreement is to establish the basis of cooperation between the PARTIES regarding planning, execution and financing for the execution of the scope of work to be performed by the **Public Relations and Strategic Communications Services Consultant**.

SECTION 2: SCOPE OF SERVICES

As the PARTIE'S public relations representative, the following project responsibilities include, but are not limited to the scope of services identified as **"Exhibit B" Lower Columbia River Ports Public Relations Maul Foster & Alongi, Inc. September 13, 2017**.

SECTION 3: COST SHARING

The following PARTIES shall equally share in the cost with the Washington Ports: Port of Longview: (POL), Port of Kalama: (POK), Port of Vancouver: (POV) each paying 16.67% and the Port of Portland: (POP) paying 50% of the contract scope of services for the project services.

The Washington Ports shall pay the Port of Portland's obligation of fees owed to serve as payment for the existing outstanding balance originating from previous channel deepening project expenses the Port of Portland has incurred in behalf of the Washington ports.

Port of Longview: 16.67% plus 1/3 of POP obligation

Port of Kalama: 16.67% plus 1/3 of POP obligation

Port of Vancouver: 16.67% plus 1/3 of POP obligation

The Port of Woodland shall be exempt from any cost obligation associated with these services.

SECTION 4: BILLING PROCEDURE

Consultant Invoices shall be submitted to:

Port of Vancouver, USA

3103 NW Lower River Road

Vancouver WA, 98660

Att: Jim Hagar, PM / Rick Cline, Contracts Manager

The Port of Vancouver shall invoice the remaining PARTIES for their portion of the obligation seven days from the date of receipt of the CONSULTANT invoice. Payment for approved and completed work will be made within sixty (60) days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or the end of the lead party's fiscal year, whichever is earlier.

SECTION 5: ASSIGNMENT/SUBCONTRACTING

Neither party shall transfer or assign, in whole or in part, its respective rights or obligations under this Agreement without the prior written consent of the other party. Neither party shall subcontract services necessary to implement an approved project without the prior written consent of the other party. Consent for assignment, transfer or subcontracting shall not be unreasonably withheld.

SECTION 6: INDEPENDENT CAPACITY

Employees or agents of a party engaged in the performance of projects under this Agreement shall continue to be employees or agents of that party and shall not be considered employees or agents of the other party.

SECTION 7: AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by the mutual agreement of the parties. Amendments are binding if they are in writing and signed by personnel authorized to bind the party.

SECTION 8: TERMINATION AND TERMINATION FOR CAUSE

Any party may terminate this Agreement with thirty (30) days prior written notice to the other party. If the Agreement is terminated, parties shall be liable only for project deliverables and costs incurred before the effective date of termination.

If a party does not fulfill the obligations under this Agreement in a timely and proper manner, or if a party violates the terms or conditions of this Agreement the aggrieved party will give the other party written notice of the failure or violation. The notified party will be given fifteen (15) working days to correct the violation or failure. If the violation or failure is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other party.

SECTION 9: RECORDS MAINTENANCE

Parties shall retain project records that sufficiently and properly reflect all direct and indirect costs incurred for the performance of services in this Agreement. Records shall be subject to inspection, review or audit by personnel of either party and the Office of the State Auditor. All records shall be retained for six years after the completion of a project.

Records and other documents furnished by one party to another remain the property of the originating party. The receiving party will not disclose material to third parties without giving written notice to the originating party and giving the originating party reasonable opportunity to respond consistent with requirements of the Washington State Public Records Act, RCW 42.56.

SECTION 10: GOVERNANCE

This Agreement is entered into under the authority granted by the State of Washington and provisions of the Agreement shall be construed to conform to State laws. Inconsistency between the terms of this Agreement, or between the terms of this Agreement and any statute or rule shall be resolved by giving precedence in the following order:

1. Applicable State and Federal statutes and rules;
2. Statement of work;
3. Any other provisions of this Agreement, including documents incorporated by reference.

SECTION 11: WAIVER AND SEVERABILITY

Failure by any party to exercise rights under this Agreement shall not preclude that party from subsequent exercise of those rights and shall not constitute a waiver of any other right under this Agreement. Waiver of rights requires a written statement signed by an authorized representative of a party attached to the original Agreement.

Parties shall bear their own attorney fees and costs of enforcing the rights and responsibilities of this Agreement.

If any provision of this Agreement or provision of a document incorporated by reference to this Agreement is found invalid, the invalidity shall not affect other provisions of this Agreement if the other provisions can be given effect without the invalid provision. The provisions of this Agreement are declared severable.

SECTION 12: TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties on the subject of this Agreement. No other understandings, oral or otherwise exist or bind the parties. The PARTIES agree that this agreement may be executed in duplicate originals, with faxed or electronically transmitted signatures and with each duplicate servicing as an original.

SECTION 13: PERIOD OF PERFORMANCE

The period of performance shall begin when it is approved by all authorized party representatives signing and shall continue until completion of the project any or all parties elect to cancel by providing written notice.

SECTION 14: NOTICES

Any notices given under this Agreement shall be delivered and addressed to:

Port of Vancouver, USA
3103 NW Lower River Road
Vancouver WA, 98660
Att: Jim Hagar, PM / Rick Cline, Contracts Manager