

## INTERGOVERNMENTAL AGREEMENT

An Agreement (“Agreement”) made in Vancouver, Washington, on the 13<sup>th</sup> day of November 2014, 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

WHEREAS the Port of Camas-Washougal, the Port of Ridgefield, and the Port of Vancouver, USA, are mutually interested in job creation and the economic development of the community; and

WHEREAS the Port of Camas-Washougal, the Port of Ridgefield, and the Port of Vancouver, USA, provides planning, project development, land development, infrastructure and utility development, land use and environment disciplines, marketing and other services related to freight transportation, economic development and job creation within their respective port districts-; and

WHEREAS, the Port of Camas-Washougal, the Port of Ridgefield, and the Port of Vancouver, USA, may choose to share funding and resources to support job creation and economic development; and

WHEREAS, the Port of Camas-Washougal, the Port of Ridgefield, and the Port of Vancouver, USA, provide a benefit to their citizens by collaborating on appropriate projects and planning;

### Therefore, the Parties agree as follows:

#### I. PURPOSE

- A. This is an Intergovernmental Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, among the Parties for the purposes set forth and defined under Article IV (SCOPE).
- B. 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 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 Nov. 13, 2014, through December 31, 2020, 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

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

- A. Collaborative environmental permitting;
- B. Marketing;
- C. Planning, development and construction of transportation facilities;
- D. Planning, development and construction of infrastructure and utilities;
- E. Collaborative grant applications including preparation, application, and project implementation;
- F. Joint outreach and communication; and
- G. Collaborative planning, studies, research and contracting.

### V. APPROVAL OF PROJECTS AND BUDGETS

The Ports of Ridgefield, Camas-Washougal and Vancouver, USA, shall furnish the necessary personnel, equipment, material and services necessary or incidental to the performance of work performed under this Agreement. Each project executed under this Agreement shall have written approval as required by each party's approval policy. Each project scope shall define:

- A. Purpose, scope, and deliverables.
- B. Standards and process for approval of completed project by executive officers or legislative bodies.
- C. Lead party for project implementation and delivery.
- D. Lead party for communications to the public.
- E. Project contacts at the Port of Camas-Washougal, the Port of Ridgefield, and the Port of Vancouver, USA,
- F. Timeline.

G. Total cost and cost distribution across parties.

VI. BILLING PROCEDURE

Invoices shall be submitted to, or distributed from, the lead party at least quarterly, but no more than monthly. 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.

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 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 Grening  
Chief Executive Officer

To the Port of Vancouver, USA:  
PORT OF VANCOUVER  
3103 Lower River Road  
Vancouver, Washington 98660-1027  
Phone: (360) 693-3611  
Attention: Todd Coleman  
CEO/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.

V. 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.

VI. 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.

VII. 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.

VIII. ATTORNEYS' FEES AND COSTS

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

IX. RATIFICATION

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

X. 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.

XI. 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.

**XII. 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.

**XIII. 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.

**PORT OF CAMAS - WASHOUGAL**

By: David Ripp  
Title: Executive Director  
Name: David Ripp  
Date: 11-4-14

**PORT OF RIDGEFIELD**

By: Brent A. Greening  
Title: CEO  
Name: BRENT A. GREENING  
Date: 11.13.14

**PORT OF VANCOUVER, USA**

By: Todd M. Coleman  
Title: CEO  
Name: TODD M. COLEMAN  
Date: 10.28.14