

INTERGOVERNMENTAL AGREEMENT

An Agreement (“Agreement”) made in Vancouver, Washington, on the ____ day of _____, 2011, among the Port of Kalama, the Port of Longview, 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

The Parties are Washington NonFederal Sponsors and parties to a Project Cooperation Agreement (hereinafter “PCA”) for the Columbia River Channel Improvement Project (hereinafter “Project”).

The Parties have agreed that it is desirable to engage the assistance of a consultant to provide services related to the Project and, that at this time, C. Dianne Perry Consulting LLC (hereinafter “Consultant”) has entered into an Agreement with the Port of Longview to provide said services on behalf of the Parties. A copy of the Port of Longview Agreement is attached hereto as Exhibit “A” and referred to herein as the “Contract”.

The Parties agree that although the Contract is with the Port of Longview, the Consultant is accountable to all of the Parties.

Pursuant to the laws of Washington, the Parties elect to enter into this Agreement to facilitate coordination of the Contract and other required activities to satisfy the Washington Non-Federal Sponsor’s obligations under the PCA.

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.
- B. Pursuant to RCW 39.34, 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 Contract.
- D. 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 February, 2011, through December 15, 2011, unless earlier terminated or amended 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

The Parties shall work cooperatively and in good faith to manage the services of the Consultant in performing the Contract.

V. DESIGNATION OF PROJECT MANAGER

- A. To provide for consistent and effective communication, the Parties appoint Ken O'Hollaren of the Port of Longview as the Project Manager.
- B. Until termination of this Agreement, the Project Managers shall:
 - i. Manage the Contract;
 - ii. Agree upon the scheduling and priority of work to be performed by the Consultant;
 - iii. Consult frequently with the Parties to ensure that this Agreement continues to serve each Party's requirements;
 - iv. Share information and documentation created by the Consultant; and
 - v. Ensure the payment of the necessary funds to the Consultant.
- C. The Project Manager shall not, without written approval of the Parties:
 - i. Terminate the Contract;
 - ii. Amend the Contract, including but not limited to extending the Contract or increasing the budget of the Contract; or
 - iii. Amend the Scope of Work.

VI. COST SHARING

- A. The Parties each agree to equally share the cost of the Contract. The Port of Longview shall bill the Port of Kalama and the Port of Vancouver one-third each of the Consultant's invoice. The Port of Kalama and the Port of Vancouver shall pay as invoiced to the Port of Longview within 30 days of receipt.
- B. Each Party's obligation shall not exceed one-third of \$50,000.00 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:

PORT OF LONGVIEW
P.O. Box 1258
Longview, WA 98632-7739
Phone: (360) 425-3305
Attention: Kenneth B. O'Hollaren
Executive Director

To the Port of Vancouver, USA:

PORT OF VANCOUVER
3103 Lower River Road
Vancouver, Washington 98660-1027
Phone: (360) 693-3611

To the Port of Kalama:

PORT OF KALAMA
380 W. Marine Drive
Kalama, WA 98625
Phone: (360) 673-2325
Attention: Lanny Cawley
Executive Director

Attention: Lawrance L. Paulson
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 of 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 Vancouver, USA shall post a copy of this Agreement on the Port of Vancouver'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 action 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

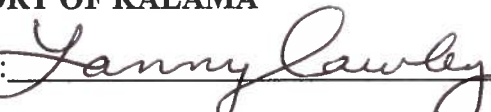
By: 

Title: Executive Director

Name: Kenneth B. O'Hollaren

Date: March 7, 2011

PORT OF KALAMA

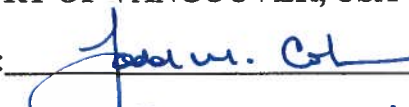
By: 

Title: EXECUTIVE DIRECTOR

Name: LANNY CAWLEY

Date: March 9, 2011

PORT OF VANCOUVER, USA

By: 

Title: DEPUTY EXECUTIVE DIR

Name: TODD M. COLEMAN

Date: MARCH 28, 2011

EXHIBIT A

PORT OF LONGVIEW/DIANNE PERRY CONSULTING LLC AGREEMENT

**PORT OF LONGVIEW
AGREEMENT**

THIS AGREEMENT is entered into between **PORT OF LONGVIEW**, a municipal corporation, organized and existing under the laws of the State of Washington (hereinafter "Port") and **C. DIANNE PERRY CONSULTING LLC** (hereinafter the "Contractor").

WHEREAS, the Port desires to contract for services in accordance with the Contractor's Proposal for services related to Columbia River channel deepening and maintenance (hereinafter Project), and

WHEREAS, the Port does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a Consultant to provide the necessary services for the Project; and

WHEREAS, the Consultant represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the Port.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

1. **Acceptance of Bid Proposal.** The Port accepts Consultant's proposal for the Project, attached hereto and by this reference made a part of this Agreement, however the budget for work under this agreement will be detailed in Exhibit A.
2. **Consultant to Accomplish Project.** Consultant shall do all work and furnish all labor, materials, equipment, tools, services, and incidentals necessary to accomplish the Project in compliance with this Agreement.
3. **General Description of Work.** The work under this Agreement shall consist of the hereinafter described work and services as defined herein and those necessary to accomplish and complete work for this Project.

The Executive Director shall administer this Agreement on behalf of the Port, and the Consultant shall perform the required services to the satisfaction of the Department Manager. Determination of satisfaction with the Consultant's services shall be based on reasonable and objective standards that are not inconsistent with this Agreement.

4. **Scope of Work.** The Scope of Work and projected level of effort required for this Project is detailed in Exhibit "A" attached hereto and by this reference made a part of this Agreement.

5. **Changes of Work.** The Consultant shall make changes and revisions in the work as necessary to correct errors appearing therein, when required to do so by the Port, without additional compensation. Should the Port find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed

by the Port. This work shall be considered as Extra Work and will be paid for as herein provided under Section 12.

6. Extra Work.

(a) The Port and Consultant may at any time mutually agree to make changes within the general scope of the Agreement in the services to be performed.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Agreement, that affects any other terms and conditions of the Agreement, the parties shall negotiate an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the Agreement accordingly.

(c) The consultant shall not be required to complete any work for which the parties are unable to agree.

(d) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the maximum amount payable for this Agreement, shall not be increased or considered to be increased except by specific written amendment to this Agreement, signed by both parties.

7. Coordination of Work. Contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the Port, or Port's designee. The Consultant shall attend coordination, progress and presentation meetings with the Port and/or such Federal, State, Community, City or County officials, groups or individuals as shown in Exhibit "A."

8. Access to Information. The Port agrees and will accept responsibility to facilitate reasonable and timely access to the Port's facilities, employees and information required for the completion of the Project.

9. Subcontracting and Assignments. The Consultant shall not subcontract any other portion of the required services without the Port's prior written consent. The Consultant likewise shall not assign all or any portion of this Agreement without the Port's prior written consent. Any purported assignment without this consent shall be void. Any consent granted by the Port under this paragraph may be subject to such conditions, as the Port deems appropriate.

10. Copyright and Ownership of Material. Except for Consultant's pre-existing materials, the rights and ownership of materials produced specifically for the Port under the Scope of Work of this Agreement shall be vested in the Port upon satisfactory completion of the project and payment in full of all fees for services.

If this Agreement results in any copyrightable material or inventions, the Port reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Except for Consultant's pre-existing materials, all designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the Consultant prior to completion or

termination of this Agreement are instruments of service for this Project, and are the property of the Port. Reuse by the Port or by others, acting through or on behalf of the Port of any such instruments of service, not occurring as a part of this Project, shall be without liability or legal exposure to the Consultant.

11. Progress Reports. The Consultant shall prepare a monthly progress report, in a form approved by the Port, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

12. Payment Provisions. The Port shall pay Consultant for completed work and services rendered under this Agreement as provided in Exhibit "B" attached hereto, and by reference made part of this Agreement. The total contract amount for the Project shall not exceed \$50,000.00, including sales taxes.

13. Termination. The right is reserved by the Port to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. In the event this Agreement is terminated by the Port other than for default on the part of the Consultant, a final payment shall be made to the Consultant for work completed up to the date of termination. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the Notice to Terminate.

If the services of the Consultant are terminated by the Port for default on the part of the Consultant, the amount to be paid shall be determined by the Port with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable by the Port at the time of termination, the cost to the Port of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the Port of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made as set forth above in paragraph 12 above.

If it is determined for any reason that the Consultant was not in default or that the Consultant's failure to perform is without the Consultant's or its employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the Port. In such an event, the Consultant will be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the Consultant or any of its supervisory personnel assigned to the Project, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the Port. This subsection shall not be a bar to renegotiation of the Agreement between the surviving members of the Consultant and the Port, if the Port so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the Consultant, with the Port's concurrence, desire to terminate this Agreement payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the Port shall not constitute a waiver by the Port of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform work required of it by the Port. Forbearance of any rights under the Agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Consultant.

14. **Time.** The project must be completed by December 15, 2011.

15. **Contract Documents.**

(a) The parties' Agreement consists of the following documents, which are referred to as the "contract documents:" Proposal; Agreement and Addenda (if any). All of the contract documents are incorporated herein by this reference.

(b) The contract documents are complementary, and what is called for by one shall be as binding as if it were called for by all. Unless the context requires otherwise, any conflict between contract documents that is not resolved by the preceding sentence shall be resolved by construing the documents according to the following descending order of precedence:

- (i) Addenda (if any)
- (ii) Agreement
- (iii) Proposal

(c) The contract documents constitute the parties' entire and integrated Agreement concerning the Project, and supersede all prior and contemporaneous negotiations, representations, or Agreements, both written and oral.

16. **Interpretation of Contract Documents.** The Consultant shall provide any work or materials clearly implied in the Agreement even if the contract documents do not mention it specifically. If the contract documents use words that are not defined therein but have a commonly accepted technical or trade meaning, the words shall be understood in accordance with that meaning. If any part of the contract requires work to be performed without describing how it is to be performed, the work shall be performed in accordance with standard trade practices. A "standard trade practice" is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Consultant in doing the work. On any plans or drawings, figured dimensions shall take precedence over scaled dimensions. In case of any ambiguity or dispute over interpreting the contract, the Port's decision will be final.

17. **Additional Directions from Department.** If the Port determines that the provisions in the contract documents are not sufficiently clear to permit the Consultant to proceed with the work, the Port shall, either on its own or upon written request from the Consultant, furnish such additional written directions as it deems appropriate. When the Consultant makes such a request, it must do so in writing and must allow ample time to permit the Port to review the request and prepare any additional directions before the Consultant begins any work affected by the request. Any additional directions issued by the Port shall not be inconsistent with the contract documents, and shall have the same force and effect as if contained in the contract documents.

18. No Oral Agreements. No oral Agreement or conversation with the Department or any official, employee, or agent of the Port, either before or after execution of the Agreement, shall affect, modify, or add to any of the terms or obligations contained in the contract documents. Any such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Port, unless subsequently put in writing.

19. Independent Contractor. The Consultant is an independent contractor of the Port, and as such is not subject to the Port's immediate control or direction in the performance of the required services. Neither the Consultant nor any of the Consultant's employees or agents shall be deemed to be an official, employee, or agent of the Port. The Consultant is solely responsible for his or her acts and for the acts of his or her officers, employees, agents, and sub-consultants. Additionally, the Consultant makes the following assurances:

(a) The Consultant is engaged in an independently established trade, occupation, profession, or business, of the same nature as that involved in this Agreement

(b) The Consultant has a principal place of business that is eligible for a business deduction for federal income tax purposes. The Consultant is responsible for the costs of such principal place of business.

(c) The Consultant is responsible for filing with the Internal Revenue Service, at the next applicable filing period, a schedule of expenses for the business the Consultant is conducting.

(d) The Consultant has established, or shall promptly establish, an account for the business with the Washington Department of Revenue, and with other state agencies as the circumstances may require. The Consultant shall pay all required state taxes normally paid by employers and businesses. The Consultant has registered for and received a unified business identifier number from the State of Washington.

(e) The Consultant maintains a separate set of books or records that reflect all items of income and expenses of the business the Consultant is conducting.

20. Indemnification. Consultant's duty to indemnify the Port under this Agreement varies, as more particularly set forth below, depending on the circumstances that give rise to the obligation to indemnify. However, Consultant's indemnity obligation shall extend – under any and all such circumstances – to all liability, claims, damages, losses and expenses incurred by the Port, whether direct, indirect, consequential, and specifically including (but not limited to) attorney's and consultants' fees and other expenses of litigation (for convenience, these are collectively referred to as "losses") that arise from the particular act or omission giving rise to the indemnity obligation.

(a) **GENERAL INDEMNITY.** Except to the extent subject to one of the more specific indemnity obligations set forth below, Consultant shall defend, indemnify, and hold the Port harmless from all losses which are caused, or alleged to be caused, in whole, or in part, by any act or omission of Consultant. This obligation of indemnity includes negligent acts, which are concurrent, contributory, or both by the Port. The obligation of indemnity under this

subparagraph does not, however, extend to losses caused by the sole negligence of the Port.

(b) **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS).** For any losses that arise from error, omission, or other malpractice in the exercise of Consultant's professional judgment, Consultant shall indemnify, and hold the Port harmless from losses to the extent caused by any negligent act or omission of the Consultant. The obligation of indemnity under this subparagraph does, however, not extend to losses caused the by the negligence (whether sole, concurrent, or contributory) of the Port.

21. Insurance. (a) The Consultant shall obtain insurance coverage of the kinds and in the minimum amounts specified in Exhibit C to this Agreement. The Consultant shall maintain such insurance throughout the term of the contract. All insurance shall be issued by one or more insurers authorized to transact insurance in the State of Washington. The insurer(s) and the policies are subject to the approval of the Port. If during the term of the contract the Port determines that the insurer or the coverage is inadequate, the Consultant shall immediately and at its expense obtain replacement and/or additional coverage, as specified by the Port.

(b) At or before the time the Consultant delivers the signed Agreement to the Port, it shall provide the Port with a certificate of insurance establishing compliance with the requirements of this paragraph. The Consultant shall at the same time provide an endorsement in the form provided in Exhibit C to this Agreement. The endorsement must be signed by an authorized representative of the insurer(s). Any language in the certificate of insurance that conflicts with the provisions of the endorsement must be deleted. Upon request, the Consultant shall promptly furnish the Port with the original or a copy of any insurance policy covered by the certificate.

(c) Notwithstanding any other provision of the contract documents, any failure by the Consultant to comply with any provision of this paragraph shall constitute a material breach of contract, entitling the Port to immediately suspend or terminate the contract, without any liability to the Consultant.

(d) Maintaining coverage in the minimum amounts required by this paragraph shall not relieve the Consultant from liability in excess of such coverage. If it appears to the Port that judgments, claims, or potential claims against the Consultant may exceed the amount of available insurance, the Port may withhold from payments due the Consultant such amounts as the Port deems necessary to protect itself from liability.

(e) Exhibits to this Agreement are attached hereto and by this reference incorporated herein.

22. Compliance with Laws. The Consultant shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement.

23. Entire Agreement. This document and referenced attachments contain all covenants, stipulations and provisions agreed upon by the parties and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

24. Amendments. No provision of this Agreement may be amended or modified except by a further written document signed by the Port and the Consultant.

25. **Severability.** If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.

26. **Notices.** All communications, notices and demands of any kind which any party requires or desires to give to any of the other parties shall be in writing and either served on the following individual or deposited in the U.S. Mail, certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the Consultant: C. Dianne Perry Consulting LLC
14575 SW Village Lane
Beaverton, OR 97007


If to the Port: Port of Longview
Executive Director
10 Port Way
PO Box 1258
Longview, WA 98632

27. **Applicable Law and Venue.** In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Cowlitz County Superior Court. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Cowlitz County Superior Court.

PORT OF LONGVIEW


Kenneth B. O'Hollaren, Executive Director

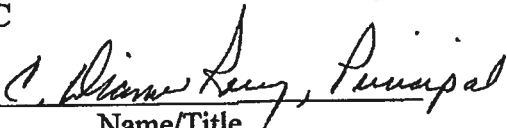
ATTEST:


Robin Johnson, Executive Assistant/Deputy Auditor

1-20-11
Date

CONTRACTOR

C. DIANNE PERRY CONSULTING, LLC

By: 
Name/Title

1-19-11
Date

Exhibit A
Scope of Work

**Project Management Services for Washington Sponsor Ports
Columbia River Channel Improvement Project**

Contractor Background: From April 2000 through November 2010, contractor has served as Senior Project Manager on behalf of the Oregon and Washington Sponsors for the Columbia River Channel Improvement Project. In that capacity, contractor has managed all aspects of the Columbia River Channel Improvement Project including land acquisition and legal issues on behalf of the six port sponsors including the ports of Portland and St. Helens, Oregon; and the ports of Longview, Kalama, Vancouver and Woodland, Washington.

Between 1997 and 2000, contractor served as Executive Director of the Columbia River Channel Coalition. In that capacity, contractor served as an advocate for the Columbia River Channel Improvement Project working with a 40 member leadership advisory council chaired by former U.S. Senator Mark Hatfield. Over 200 business and labor organizations in Oregon, Washington, Idaho and Montana joined in support of the project through this effort.

Scope of Work: This contract with the Port of Longview is to provide project management services for the Washington Sponsor Ports to complete sponsor responsibilities of the Project Cooperation Agreement (PCA) for the Columbia River Channel Improvement Project (CRCIP) and transition from the improvements phase of the project to the ongoing operation and maintenance of the completed project. The Washington Sponsor Ports include the Port of Longview, Port of Kalama, Port of Vancouver and Port of Woodland.

Consultant will manage the acquisition of required real estate interests for the project, assist in completion of final project accounting and crediting, and serve as contact with the Corps of Engineers and other governmental agencies and persons as needed for completion and closeout of the improvement project. To achieve these objectives, consultant will manage technical and legal resources, contractors, and provide strategic direction, planning, coordination, and communication services.

Specific tasks include:

- Acquisition of required real estate interest for W-33.4 Skamokowa (Port of Wahkiakum 2) disposal site;
- Acquisition of required real estate interest for W-44.0 Puget Island (Vik) disposal site;
- Acquisition of required real estate interest for W-68.7 Howard Island (Davis) disposal site;
- Coordination with the Corps of Engineers and other entities as required to complete and finalize project accounting and crediting;
- Assure LERRs (Lands, Easements, Rights of Way, and Relocations) credit is maximized to minimize any ongoing financial obligations of the sponsors under the PCA.
- Facilitate communication on project completion and closeout between Washington and Oregon sponsors and Corps of Engineers;

Contractor Rates: The above services will be provided at an hourly rate of \$150. Expenses will be itemized and provided with each billing. Automobile mileage will be per the IRS rate at the time service is provided. Meals and lodging will be actual costs. A monthly administrative expense change of \$250 will be charged to cover computer, communication services for cell and internet, office supplies, copies, postage and other administrative costs. There is a one-time service charge of \$500 for set up and initiation of this contract.

Exhibit B
Terms of Payment

The Consultant shall be paid by the Port for completed work and services rendered under this Agreement provided hereinafter.

- A. Monthly Payments: The Consultant will submit progress payment request to the Port after submission of a monthly progress report. Services may be performed both on-site at Port facilities and off-site at Consultant's offices or otherwise as reasonably required to complete the Project. The Port will not pay for any services not rendered. Billings shall be sent to the Purchasing Manager in a format acceptable to the Port. Complete progress payment requests received by the 10th day of a month will be paid by the last day of that month.
- B. Additionally, the Port will reimburse the Consultant for expenses reasonably and necessarily incurred by the Consultant in performing the required services. Reimbursement for expenses will be for the actual amounts incurred by the consultant upon providing receipts satisfactory to the Port.
- C. Consultant shall perform the additional Optional Tasks only if the Port submits written request for same, as follows:
- D. Notwithstanding any other provision of this agreement, the total compensation payable to the Consultant for services provided under this agreement shall not exceed the sum of \$50,000.00.
- E. Final Payment: Final Payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the Port after the completion of the Project, contingent upon receipt of all plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this Agreement. Acceptance of such Final Payment by the Consultant shall constitute a release of all claims for payment, which the Consultant may have against the Port unless such claims are specifically reserved in writing and transmitted to the Port by the Consultant prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the Port may have against the Consultant or to any remedies the Port may pursue with respect to such claims.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01-19-2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

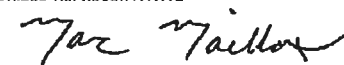
PRODUCER USAA INSURANCE AGENCY INC/PHS 812846 P:(888)242-1430 F:(877)905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C No, Ext): (888)242-1430		FAX (A/C, No): (877)905-0457
	ADDRESS: PRODUCER CUSTOMERID #:		
INSURED C. DIANNE PERRY CONSULTING LLC 14575 SW VILLAGE LN BEAVERTON OR 97007	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sentinel Ins Co LTD		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBH INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab		65 SBM ZS8082	01/10/2011	01/10/2012	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		65 SBM ZS8082	01/10/2011	01/10/2012	MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$					GENERAL AGGREGATE	\$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PRODUCTS - COMP/OP AGG	\$ 2,000,000
						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
						DEDUCTIBLE	\$
						RETENTION	\$
						WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOGATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Port Of Longview 10 Port Way P.O. Box 1258 Longview, WA, 98632	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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