

**INTERLOCAL AGREEMENT
BETWEEN
PORT OF VANCOUVER
AND
UNIVERSITY OF WASHINGTON**

THIS IS AN INTERLOCAL AGREEMENT, entered into under authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the PORT OF VANCOUVER, hereinafter referred to as the "Port" and the **UNIVERSITY OF WASHINGTON**, a municipal corporation of the State of Washington, hereinafter referred to as the "**UW**", by which the **UW** will provide research.

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, the Port has requested the UW provide such research to the Port;

NOW, THEREFORE, the Port and the UW agree as follows:

SECTION 1. PURPOSE . The purpose of this Agreement is to provide the Port

Research pertaining to Vancouver Washington truck traffic as identified in Attachment A to the contract .

SECTION 2. STATEMENT OF WORK. The UW shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein.

SECTION 3. PERIOD OF PERFORMANCE. Subject to its other provisions, the period of performance of this Agreement shall commence on the date of signature by the UW, and be completed no later than September 1, 2011, unless terminated sooner as provided herein.

SECTION 4. PAYMENT. The parties have determined that the cost of accomplishing the work herein **will not exceed \$30,000.00**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be as set forth in accordance with the budget in Attachment A which is attached hereto and incorporated herein.

SECTION 5. BILLING PROCEDURE. The UW shall submit invoices at least quarterly, but no more often than monthly to the Port of Vancouver. Payment to the UW for approved and completed work will be made within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

Invoices will be sent to:

Katy Brooks
Community Planning & Outreach Manager

Port of Vancouver
3103 NW Lower Rover Road
Vancouver, WA 98660
Payments will be submitted to:

Grant and Contract Accounting
Attention: UW OSP #A
University of Washington
12455 Collections Drive
Chicago, IL 60693
USA

SECTION 6. RECORDS MAINTENANCE. The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

SECTION 7. RIGHTS IN DATA. Unless otherwise provided, data which originates from this Agreement shall be owned by the creator. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. UW grants to port a non-exclusive royalty free license to all data for governmental purposes.

SECTION 8. INDEPENDENT CAPACITY. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

SECTION 9. ASSIGNMENT/SUBCONTRACTING. Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. The UW shall not subcontract for the provision of any research it is to provide the Port under this Agreement without the prior written consent of the Port.

SECTION 10. AGREEMENT ALTERATIONS AND AMENDMENTS. This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

SECTION 11. TERMINATION. Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. This agreement maybe terminated sooner as provided in the "TERMINATION FOR CAUSE" section below.

SECTION 12. TERMINATION FOR CAUSE. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

SECTION 13. HOLD HARMLESS/INDEMNIFICATION. The UW agrees to indemnify, defend, save and hold harmless the Port, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of research by the UW pursuant to this Agreement.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the UW, the Port retains the right to participate in said suit if any principal of public law is involved.

SECTION 14. DISPUTES. In the event of a dispute between the Port and the UW regarding the delivery of research under this Agreement which cannot be resolved by their respective designated contract managers, the Port of Vancouver Executive Director and the Community Planning & Outreach Manager or their designated representatives shall review such dispute and options for resolution.

Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the Executive Director and the Community Planning & Outreach Manager may be submitted to mediation and if still not resolved, may be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

SECTION 15. GOVERNANCE. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including documents incorporated herein by reference.

SECTION 16. ASSIGNMENT. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

SECTION 17. WAIVER. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SECTION 18. SEVERABILITY. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

SECTION 19. ALL WRITINGS CONTAINED HEREIN. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

SECTION 20. CONTRACT MANAGEMENT. The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for the UW is:

Lynne Chronister
Assistant Vice Provost for Research
4333 Brooklyn Ave NE
Box 359472
Seattle, WA 98195
osp@u.washington.edu

The Program Manager for the UW is:

Anne Goodchild
Assistant Professor
Civil and Environmental Engineering
University of Washington
Box 352700
Seattle, WA 98195
annegood@u.washington.edu

The Contract/Program Manager for the Port is:

Katy Brooks
Community Planning & Outreach Manager
Port of Vancouver
3103 NW Lower River Road
Vancouver, WA 98660
medberg@portvanusa.com

SECTION 21. NO THIRD PARTY BENEFICIARY. The Port does not intend by this Agreement to assume any contractual obligations to anyone other than the UW. The UW does not intend by this Agreement to assume any contractual obligations to anyone other than the Port. Both the Port and UW do not intend there be any third-party beneficiary to this Agreement.

SECTION 22. RATIFICATION AND CONFIRMATION. Acts taken prior to the execution of this Agreement that are consistent with the intent and purpose of the same are hereby ratified and confirmed.

SECTION 23. DOCUMENT EXECUTION AND FILING. The Port and the UW agree that there shall be two (2) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Agreement shall be retained by the UW and one shall be retained by the Port. The Port of Vancouver shall

cause a copy of this Agreement to be posted on their public website pursuant to Chapter 39.34.040 RCW. Upon execution of the originals and posting of a copy on the port of Vancouver's website, each such duplicate original shall constitute an agreement binding upon all parties.

IN WITNESS WHEREOF, the Port of Vancouver and the UW have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 26th day of April, 2011.

PORT OF VANCOUVER,

By: 
Lawrence L. Paulson, Executive Director

Approved as to form:

By: 
Alicia L. Lowe, Port of Vancouver Legal Counsel

UNIVERSITY OF WASHINGTON,

By: 
Lynne Chronister, Assistant Vice Provost for Research

Matthew Hawkins
Grant & Contract Administration
Acting for Lynne Chronister

Lynne Chronister
Executive Director
Office of Sponsored Programs

ATTACHMENT A

Port of Vancouver Proposal

Anne Goodchild, University of Washington

Objective:

The primary objective of this research is to describe the origins, destinations, and routes of Port of Vancouver truck traffic. This information will help the Port significantly in communicating with citizens, elected officials, and interest groups, regarding the role of the port and its impact on the community. Consideration will be given to the time period of data collection to be sure to capture any time of day or day or week variations. Given the resources available, it will not be possible to capture seasonal variations. This could be left to future research.

Data Collection:

Data will be collected through observation at locations of interest to count trucks. The benefits to this method are that it is unobtrusive, equipment type can be observed, and in some cases commodity. The downsides to this method are that origins and destinations cannot be matched and routes cannot be observed. However, there are specific locations where this may be useful, for example in the case of the port gates, and specific corridors of interest. It may be possible to match license plates with other observation points. This will require student observers conducting surveys at multiple locations for approximately 2 weeks.

Labor:

The project will be staffed by Professor Goodchild, Maura Rowell, and a number of students paid hourly for data collection. Professor Goodchild will be responsible for project design and management. Maura Rowell, a graduate student in Civil and Environmental Engineering, will manage day to day progress of the project and the student surveyors, and carry out data analysis. The student surveyors will make observations and work with truckers to complete surveys.

Timing

The project would begin January 2011. Surveying will be conducted between the beginning of April and the end of May, depending on the most convenient time for both the Port and the student surveyors. Final data analysis and reporting would be completed in July and August.

Budget:

Funding will be required to conduct the surveys and for my time in preparing the survey, managing the project, compiling results, and writing a report.

For 2 weeks of student time for data collection, I estimate approximately \$15,000.

For Professor Goodchild time, I estimate approximately \$15,000.

Total Amount = \$30,000