

INTERGOVERNMENTAL AGREEMENT

An Agreement (“Agreement”) made in Vancouver, Washington, on the 5th day of MARCH, 2010, 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

The Washington State Shoreline Management Act requires counties and cities to update their Shoreline Master Programs (“SMP’s”). The cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, Yacolt, and Clark County have partnered in this two to three-year effort to improve consistency in shoreline management throughout Clark County. Updates are required to be completed by December 1, 2011. Currently, each Party is represented on the Shoreline Stakeholder’s Advisory Committee (“SSAC”).

The Parties agree that consultant expertise is needed to collectively assist each party with goals, policies, and regulations that impact port districts and port district development within applicable shoreline areas.

Pursuant to the laws of Washington, the Parties elect to enter into this Agreement to facilitate coordination of hiring a consultant and other required activities to successfully create a Shoreline Master Program update that addresses port district matters (the “Project”).

Therefore, the Parties agree as follows:

AGREEMENT

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 (FINANCIAL). 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 hiring, funding, and other required

activities to obtain a consultant to provide (i) technical and strategic direction to port SSAC members; (ii) assist the Parties with goals, policies, and regulations that impact port development; (iii) technical expertise as the SSAC collaborates with the Shoreline Technical Advisory Committee (“TAC”); and (iv) assist the SSAC with work assignments requested by the Shoreline Project Management Team such as cumulative impact analysis, shoreline jurisdiction determination, inventory analysis, and language review.

- 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 _____, 2010, through December, 2011, 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

The Parties shall work cooperatively and in good faith to engage the services of a consultant to perform the activities provided in Section I.C above.

V. DESIGNATION OF PROJECT MANAGERS

- A. To provide for consistent and effective communication, the Parties, not later than five (5) days after execution of this Agreement, shall each appoint a named senior representative as a Project Manager.
- B. Until termination of this Agreement, the Project Managers shall:
 - i. Negotiate an agreement with an agreed upon consultant (“Consultant”) that specifies the financial terms, the scope of work, and other aspects related to the position to be funded by the Parties;