

4269459 IA

RecFee - \$39.00 Pages: 8 - PORT OF VANCOUVER
Clark County, WA 01/04/2007 02:29



RETURN ADDRESS

Port of Vancouver
3103 NW Lower River Rd
Vancouver, WA 986

COPY

Please print neatly or type information
Document Title(s)

Inter-governmental Agreement

Reference Numbers(s) of related documents:

_____ Additional Reference #'s on page _____

Grantor(s) (Last, First and Middle Initial)

Port of Vancouver, City of Vancouver, City of Vancouver Dept. Public Works, Clark County Dept. of
Public Works, Vancouver - Clark Parks and Recreation Department Additional grantors on page _____

Grantee(s) (Last, First and Middle Initial)

Port of Vancouver, City of Vancouver, City of Vancouver Dept. Public Works, Clark County Dept.
of Public Works, Vancouver - Clark Parks & Recreation Dept. Additional grantees on page _____

Legal Description (abbreviated form: i.e. lot, block plat or section, township, range, quarter/quarter)

_____ Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

_____ Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

INTERGOVERNMENTAL AGREEMENT

An agreement ("Agreement") made in Vancouver, Washington, on the 28th day of August, 2006, among the Port of Vancouver, USA, the City of Vancouver Department of Public Works, the Clark County Department of Public Works, and the Vancouver-Clark Parks and Recreation Department (hereinafter individually referred to as a "Party" and collectively referred to as the "Parties").

RECITALS

Vancouver Lake and the surrounding watershed are uniquely important to Southwest Washington and the lower Columbia region. The lake is the largest natural lake system in Clark County. The surface and groundwater resources are part of the most abundant aquifer recharge area in Clark County. The Vancouver Lake Lowlands are part of the Lower Columbia Ecoregion that helps support over 200,000 migratory waterfowl each year. The lake, sloughs, and backwater channels help support a variety of salmonids, including lower Columbia chum, Chinook, and steelhead. Over 100,000 people visit the lake and nearby recreation sites each year to enjoy kayaking, canoeing, swimming, picnicking, fishing, and other outdoor activities.

Many agencies and organizations share interests, involvement and authority over these functions.

In recognition of these shared responsibilities and valuable work of previous citizen-agency coalitions, the Vancouver Lake Watershed Partnership (hereinafter referred to as the "Partnership") has been formed to consider the community vision and strategies for the future of Vancouver Lake. The Vancouver Partnership includes the Port of Vancouver, USA, the City of Vancouver Department of Public Works, the Clark County Department of Public Works, the Vancouver-Clark Parks and Recreation Department, the Fruit Valley Neighborhood Association, the Clark County Health Department, the Port of Ridgefield, the Clark Public Utilities, the Washington Department of Natural Resources, the Washington Department of Ecology, the Washington Department of Fish and Wildlife, the U.S. Army Corps of Engineers, the Lower Columbia River Estuary Partnership, and nine citizen members.

The Parties agree that public outreach is an important component to encourage a flow of information to and from the Partnership. Through public outreach, the Partnership will gain a better understanding of the community's needs and vision for Vancouver Lake and define a work plan for achieving those goals.

Pursuant to the laws of Washington, the Parties elect to enter into this Agreement to facilitate coordination of funding, studies, and other required activities to successfully create the community vision and strategies for the future of Vancouver Lake (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 RCW, 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 funding, studies, and other required activities to restore and enhance a Vancouver Lake and the surrounding Vancouver Lake Watershed, a recreation treasure and natural resource, that is uniquely important to the community and region.
- 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 August 2006, through December 31, 2006. This Agreement shall automatically be renewed for additional one-year increments from January 1st through December 31st, up to a maximum duration of ten (10) years, unless earlier terminated as provided herein.

III. TERMINATION OF AGREEMENT

A majority of the Parties may choose to terminate this Agreement by notifying all of the Parties in writing 90 days prior to termination.

IV. DESIGNATION OF FINANCIAL AGENT:

Subject to the terms of this Agreement, the Parties hereby designate Clark County as their representative for the purposes of applying for public and private grant funds. Further, Clark County is hereby designated the administrator of each and every grant received pursuant to the Agreement, which shall include the following duties: administer and manage grant project, maintain all project records, and submit all required performance items (including the post-project assessment plan).

V. CREATION OF STEERING COMMITTEE:

- A. The Parties will identify and appoint specific persons to a Steering Committee to accomplish the tasks for public communication, education and technical studies. The Steering Committee will consist of representatives from the following: the Port of Vancouver, USA, the City of Vancouver Department of Public Works, the Clark County Department of Public Works, the Vancouver-Clark Parks and

Recreation Department, the Fruit Valley Neighborhood Association. The Steering Committee's membership may be expanded by the addition of (an) other agency(ies), entity(ies) or individual(s) upon approval by the Steering Committee. The Steering Committee will serve at the Parties' pleasure and direction and will be responsible for the successful completion of the Project, including the organization and deployment of staff, accounting for the Project's finances, and regular reports to the Parties.

- B. The Steering Committee shall, at least quarterly, meet and conduct meetings with agency and citizen members of the Vancouver Lake Watershed Partnership. The Steering Committee, with assistance from agency and citizen members, set the agenda for the membership meetings.
- C. The Steering Committee may authorize agreements with consultants and government agencies to advance the purposes of this Agreement.
- D. The Parties may authorize agreements with consultants and government agencies to advance the purposes of the Project.
- E. Allocation of operating costs will be determined by Port of Vancouver, USA; the City of Vancouver Public Department of Public Works; and the Clark County Department of Public Works.
- F. Upon termination of the Agreement, assets shall be shared proportionately based on the contributions of the Parties, after deduction of all costs.

VI. FINANCIAL

Costs shall be allocated between the Parties in the following manner:

- A. For fiscal year 2006, the Port of Vancouver and Clark County shall each contribute \$50,000.00 to be used to cover costs incurred in implementing this Agreement. The City of Vancouver shall contribute \$100,000.00 for fiscal year 2006. In following fiscal years, these agencies, as well as others, may be required to contribute additional monies as determined during an annual budget process.
- B. In the event that the Parties apply for grant funds, the Parties shall determine the allocation of payment for grant fund match requirements.
- C. The Parties will determine the allocation of payment for any costs that arise from the Project, including but not limited to technical studies.
- D. The Parties agree to contribute cash or in kind services toward the satisfaction of their financial obligation herein, *provided, however*, that the Steering Committee shall determine what type of in kind services satisfy each Party's financial obligation. The contribution from each Party shall include all amounts appropriated for that purpose by the Party's governing body and all amounts received by the Party or otherwise contributed for that purpose from the State of Washington. In kind contributions may include services such as task-specific technical work that is directly related to Project business. Attendance at Partnership, Steering Committee, and Technical Committee meetings are not eligible for satisfaction of financial obligations under this Agreement, *provided, however*, that the Steering Committee may submit such attendance as eligible in kind services for future grant applications.

- E. Clark County will advise the Parties regarding the schedule of payments required or anticipated under this Agreement. To the extent it is feasible, the Parties shall plan to make contributions in advance pursuant to this Agreement in a manner that accommodates the funding requirements under this Agreement.
- F. Although Clark County has agreed to serve as the Parties' representative for the purposes of applying for grant funds, this Agreement shall not be deemed to impose upon Clark County any special duty beyond that expressly provided by this Agreement to make contributions to satisfy the Parties' duties under this Agreement. Clark County shall not be obligated to advance its own funds to satisfy the obligation of another Party. Each Party expressly releases Clark County from any liability whatsoever arising from Clark County's failure to perform its duty as the parties representative under this Agreement
- G. Contributions under this Agreement shall be clearly designated as contributions under this Agreement and shall be paid to Clark County. Clark County shall hold the contributions in a special account until the funds are needed pursuant to this Agreement. Any interest earned on funds while they are in that special account shall be applied toward contributions under this Agreement. Clark County shall keep records of contributions received from Parties, of interest earned, and of any payments made, and shall make an accounting upon request by any Party. Any amounts remaining in this special account after all obligations of this Agreement have been satisfied shall be distributed pro rata to the contributing Parties in proportion to the total of the cash contributions by each.
- H. Each Party agrees to endeavor to ensure that its share is available at appropriate times under this Agreement.

VII. AGREEMENT ADMINISTRATION AND COMMUNICATIONS

The Steering Committee created herein shall administer this Agreement. The Steering Committee shall monitor service level and budget provisions of this Agreement.

VIII. NO THIRD PARTY BENEFICIARY

The Parties do not intend there be any third-party beneficiary to this Agreement.

IX. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:
CITY OF VANCOUVER
P.O. Box 1995
Vancouver, Washington 98668-1995
Attention: Brian Carlson
Director of Public Works

To the Port:
PORT OF VANCOUVER
3103 Lower River Rd.
Vancouver, Washington 98660-1027
Attention: Larwrance L. Paulson
Executive Director

To the County:
CLARK COUNTY
PO Box 5000
Vancouver, WA 98668
Attention: Pete Capell, Director
Department of Public Works

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.

X. 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.

XI. 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.

XII. 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.

XIII. ATTORNEYS FEES AND COSTS.

All parties shall bear their own costs of enforcing the rights and responsibilities under the contract.

XIV. RATIFICATION

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

XV. DOCUMENT EXECUTION AND FILING

The Parties agree that there shall be four (4) 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 the Clark County who shall file copies of this Agreement with the Clark County Auditor and distribute conformed originals to the Parties. Upon receipt by the Clark County Auditor of the signed originals, each such signed original shall constitute an Agreement binding upon all Parties.

XVI. 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.

XVII. 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.

XVIII. 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.

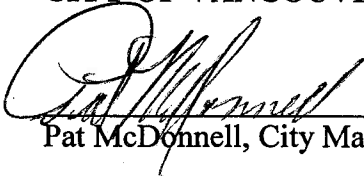
XIX. DISPUTES

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.


XX. EFFECTIVE DATE

This Agreement shall be effective when it has been fully executed by all of the Parties and filed with the Clark County Auditor's Office. This Agreement shall expire upon completion of the Project. At the time of execution of this Agreement, the Parties anticipate completion of the Project by December 31, 2011.


CITY OF VANCOUVER, USA

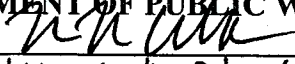

Pat McDonnell, City Manager

PORT OF VANCOUVER, USA

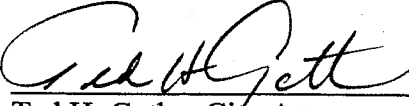
By 
Title Executive Director
Name LAWRENCE L. PETERSON
Date September 6, 2006

ATTEST:



R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

CITY OF VANCOUVER
DEPARTMENT OF PUBLIC WORKS
By 
Title Public Works Director
Name Brian K. Carlson
Date 8/28/06

APPROVED AS TO FORM:


Ted H. Gathe, City Attorney

CLARK COUNTY DEPARTMENT
OF PUBLIC WORKS
By PETER CAPELL
Title PUBLIC WORKS DIRECTOR/COUNTY ENGINEER
Name PETER CAPELL
Date 9/14/06

VANCOUVER-CLARK PARKS AND
RECREATION DEPARTMENT
By 
Title Director, Vancouver-Clark Parks + Recreation
Name DAVID JUDD
Date 9/15/06