

To be posted on City of Vancouver website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040).

RETURN ADDRESS  
City of Vancouver  
City Clerk's Office  
PO Box 1995  
Vancouver, WA 98668-1995

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF CAMAS AND THE CITY OF VANCOUVER**

**THIS AGREEMENT** is made and entered into by the City of Vancouver, a first class city of the state of Washington (hereinafter "City of Vancouver" or "Vancouver"), and the City of Camas, a code city of the state of Washington (hereinafter "City of Camas" or "Camas") collectively referred to in this Agreement as "the Parties."

**WHEREAS**, this Agreement is made under the authority of Chapter 39.34 RCW (Interlocal Cooperation Act); and

**WHEREAS**, the NW 38<sup>th</sup> Avenue/SE 20<sup>th</sup> Street project (hereinafter the "Project") is a roadway widening and new roadway construction project. The Project limits (SE Armstrong Street to 450 feet east of SE 192<sup>nd</sup> Avenue) are situated within the jurisdictions of Vancouver and Camas; and

**WHEREAS**, Camas is the lead agency responsible for the completion of the Project, including design, right-of-way acquisition, environmental compliance and construction; and

**WHEREAS**, the preliminary design of the Project has been initiated by Camas with funding assistance being provided by private development. It is the intent of Camas to obligate Federal Surface Transportation Program (STP) funds for the right-of-way phase. Camas has applied for funding through the State of Washington Public Works Trust Fund (PWTF) for a portion of the construction phase and at Camas' discretion, will continue to pursue additional State and/or Federal fund sources to fund the balance of the Project costs; and

**WHEREAS**, each agency indicated herein, has a jurisdictional interest in the Project. The Project will be designed and constructed in accordance with the current requirements of the jurisdictional agencies and the Washington State Department of Transportation's (WSDOT) Local Agency Guidelines Manual (LAG Manual). Any additional amenities such as utility extensions, special landscaping, irrigation, special illumination, intersection channelization and signaling, and any improvements beyond the project limits shall be completed at the expense of the requesting agency; and

**WHEREAS**, previous land use approvals in the vicinity of the Project within the Vancouver city limits have required the dedication of right-of-way sufficient to construct

the Project improvements. Specifically, pursuant to an Access and Utilities Easement Agreement recorded under Auditor's File No.4482771, a 90-foot wide access and utility easement was created and is ultimately required to be dedicated as right-of-way to the City of Vancouver.

**WHEREAS**, the Parties deem the completion of the Project as a valuable improvement to the regional transportation system.

**NOW THEREFORE, the Parties agree as follows:**

**Section 1. PURPOSE.**

The purpose of this Agreement is to make efficient use of the resources of the Parties, ensuring the successful completion of the Project.

**Section 2. TERM.**

The term of this Agreement is from the date of full execution, until terminated by the parties.

**Section 3. TERMINATION.**

Either party may terminate this Agreement for any or no cause by providing thirty (30) days written notice to the other party.

**Section 4. SCOPE OF WORK**

- Camas will be the lead agency on the Project and will be responsible for coordinating all aspects of the Project design review;
- Camas agrees to ensure that the constructed project complies with roadway and pavement standards acceptable to the Parties within their respective city limits;
- Camas will coordinate with staff from the Vancouver Public Works Department for the review of various right-of-way and design plans. Camas will submit plans to Vancouver for review and will consult as necessary with Vancouver regarding review comments. Camas will make the final determination on necessary plan revisions;
- Camas will coordinate the acquisition of all right-of-way and easements necessary for the completion of the Project within the Camas city limits. Vancouver will coordinate the acquisition of all right-of-way and easements necessary for the completion of the Project within the Vancouver city limits.
- Camas will serve as the primary contact between the Project's Consultant design engineers and Vancouver;
- That portion of the Project within the City of Camas shall conform to all City of Camas regulations pertaining to water quality and quantity treatment, critical areas and all other local environmental requirements. That portion of the Project within the City of Vancouver shall conform to the City of Vancouver's

regulations pertaining to storm and surface water, critical areas and all other local environmental requirements. Code;

- Camas will be the lead agency with regards to compliance with the State of Washington State Environmental Policy Act (SEPA) and the National Environmental Policy Act (NEPA) and will obtain all necessary local, State and Federal permits for the Project;
- Camas and the WSDOT will approve the right-of-way plans;
- Camas will approve the final construction plans, specifications and engineer's estimate and prepare the Project for bidding, award and construction;
- Camas will be responsible for all construction administration and inspection and will provide information as requested to Vancouver regarding the construction of facilities within the Vancouver city limits;
- Camas will provide notification to Vancouver upon completion of the Project. Vancouver will submit to Camas within 30 days of said notification a written list of corrective measures to be carried out by Camas, provided the corrective measures are directly related to the Project, or will provide written acceptance of the Project. Following the completion of the Project and acceptance by Vancouver for that portion of the project within the Vancouver city limits, Vancouver will assume ownership and maintenance of all portions of the Project within the Vancouver city limits. A separate Memorandum of Understanding identifying the roles and responsibilities for maintenance, operation, repair and replacement for facilities that lie within both jurisdictions may be required and will be determined by the Parties at a later date.

#### **Section 5. COMPENSATION**

There is no compensation for the Parties stipulated under this Agreement.

#### **Section 6. ADMINISTRATION AND COMMUNICATIONS.**

No new or separate legal or administrative entity is created by this Agreement. Contract managers designated by the Vancouver City Manager and the Mayor of Camas shall administer this Agreement. Contract managers shall meet as needed to review service levels and administrative procedures to implement this Agreement. Contract managers shall also communicate as needed via telephone or e-mail to relay information, answer questions, or raise concerns.

#### **Section 7. DISPUTE RESOLUTION**

In the event of a dispute between Vancouver and Camas regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the dispute shall be resolved by the Vancouver City Manager and the Mayor of Camas or their designated representatives. Their determination regarding the dispute shall be final as between the parties.

## **Section 8. INDEPENDENT CONTRACTOR**

Camas is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Camas and Vancouver or between any of Camas' or the City of Vancouver's employees. Camas shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by Camas pursuant to this Agreement. Nothing in this Agreement shall make any employee of Camas an employee of Vancouver or any employee of Vancouver an employee of Camas for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

## **Section 9. INTERLOCAL ACT COMPLIANCE.**

Pursuant to RCW 39.34 RCW, the purpose of this Interlocal Agreement is as set forth in Section 1 (Purpose). Its duration is set forth as specified in Section 2 (Term). Its manner of termination is set forth in Section 3 (Termination). Its manner of financing is described in Section 5 (Compensation). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

## **Section 10. GENERAL TERMS AND CONDITIONS.**

**10.1 Ratification.** 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.

**10.2 Survival of Terms.** The terms and conditions in this Agreement which, by their sense and context, are intended to continue after the expiration or termination of this Agreement, shall survive.

**10.3 Amendments.** The provisions of this Agreement may be amended with the mutual consent of the parties. No amendments, 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 both parties.

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

CONTRACTUAL

CITY OF VANCOUVER  
P.O. Box 1995  
Vancouver, Washington 98668-1995  
Attention: Eric Holmes – City Manager

CITY OF CAMAS  
P.O. Box 1055  
Camas, Washington 98607  
Attention: Scott Higgins – Mayor

OPERATIONAL

CITY OF VANCOUVER  
P.O. Box 1995  
Vancouver, Washington 98668-1995  
Attention: Bill Whitcomb  
360-487-7702  
bill.whitcomb@cityofvancouver.us

CITY OF CAMAS  
P.O. Box 1055  
Camas, Washington 98607  
Attention: James Carothers  
360-817-7230  
jcarothers@ci.camass.wa.us

The name and address to which notices shall be directed may be changed by either of the Parties giving the other notice of such change as provided in this section.

**10.5 Waiver.** No waiver by either of the Parties of any term or condition of 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. Any waiver of any term or condition of this Agreement must be in writing signed by a person with authority to make such waiver.

**10.6 Assignment/Subcontracting.** Neither Party shall transfer or assign, in whole or in part, any or all of its rights or obligations under this Agreement without the prior written consent of the other Party.

**10.7 Non-Discrimination.** In connection with the provision of services pursuant to this Agreement, the Parties shall not discriminate against any employee or applicant for employment or against any consumer of or applicant for services because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation. The Parties certify that they are Equal Employment Opportunity Employers.

**10.8 No Third-Party Beneficiary.** The City of Vancouver and Camas do not intend there be any third-party beneficiary under this Agreement. Neither party intends, by this Agreement, to assign any contractual obligations to or assume any contractual obligations by any party other than between the City of Vancouver and Camas.

**10.9 Forum Selection/Choice of Law.** This Agreement has been and shall be construed as having been made and delivered in the state of Washington. It is mutually agreed by the Parties that this Agreement shall be governed by the laws of the state of Washington.

**10.10 Entire Agreement.** This Agreement constitutes the entire, final, complete and exclusive statement of the terms of the Agreement between the Parties on the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties.

**10.11 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.

**10.12 Document Execution and Posting.** The parties 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 Vancouver City Clerk and one shall be retained by the Camas City Clerk. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the Vancouver website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Camas shall also post a copy of this Agreement on the Camas website. Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement at Vancouver, Washington the 12 day of Dec, 2011.

  
CITY OF VANCOUVER

Signature on File

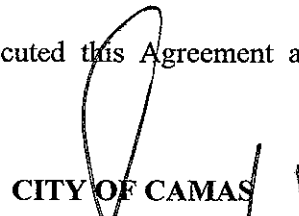
Eric Holmes - City Manager

Dated: 12-12-11

Approved as to form: \_\_\_\_\_

Signature on File

Ted H. Gathe, City Attorney

  
CITY OF CAMAS

Signature on File

Scott Higgins - Mayor

Dated: 11-9-11

Approved as to form: \_\_\_\_\_

Signature on File

Roger Knapp, City Attorney