

## INTERGOVERNMENTAL AGREEMENT

An agreement ("Agreement") made in Vancouver, Washington, on the 14<sup>th</sup> day of September, 2017, among the Port of Vancouver, USA, the City of Vancouver acting by and through its Department of Public Works, and Clark County acting by and through its Department of Public Works (hereinafter individually referred to as a "Party" and collectively referred to as the "Parties").

### RECITALS

Vancouver 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 for sailing, rowing, kayaking, canoeing, swimming, picnicking, fishing, wildlife viewing and other outdoor activities.

Many agencies and organizations not necessarily mentioned in this agreement, share interests, involvement and authority over these functions.

In recognition of these shared interests and responsibilities and ongoing water-quality problems impacting recreational lake uses, the Vancouver Lake Watershed Partnership (hereinafter referred to as the "Partnership") was formed in 2004 to consider the community vision and strategies for the future of Vancouver Lake. The Partnership comprised 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, 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.

In 2013, the Partnership concluded a significant planning effort funded by annual contributions from the Parties from 2006 through 2013. Research conducted by Washington State University-Vancouver, the United States Geological Survey, the U.S. Army Corps of Engineers, and the Washington State Department of Ecology collectively provided significant technical understanding of the biological, chemical, and physical conditions in the lake. The Partnership then identified potential management actions and agreed on a suite of lake management objectives given the opportunities and constraints at Vancouver Lake.

In recognition of local funding limitations and the need for additional feasibility studies prior to any major water quality improvement project, the Partnership in 2014 elected

to discontinue meeting, and to focus the remainder of original funding on outreach and small-scale projects to enhance the use and understanding of Vancouver Lake. Completion of this work would roughly coincide with the expiration of the original Intergovernmental Agreement in 2016.

The Parties recognize the value in continuing these small-scale efforts, when feasible and within the funding capacity of the Parties. The Parties recognize that any large-scale efforts to improve lake quality will require exploration of new funding avenues and resources that are beyond local agencies and the scope of this Agreement.

In support of the valuable work accomplished by the Partnership, the Parties agree that their focus is continued public outreach and community activities at and surrounding Vancouver Lake. Appropriate future management of Vancouver Lake is dependent on community support and strong public commitment to maintaining the lake and its environs as a regional amenity.

Pursuant to the laws of Washington, the Parties elect to enter into this Agreement to facilitate coordination of funding as available, for activities that encourage community engagement in, understanding of, and a sense of stewardship toward 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 (as available), outreach, and other activities to promote community engagement in, enjoyment of, and sense of stewardship towards Vancouver Lake, a recreational amenity and natural resource, that is uniquely important to the community and region.

II. DURATION OF AGREEMENT

The term of this Agreement is for the period from September 14 2017, through December 31, 2027.

III. TERMINATION OF AGREEMENT

A majority of the Parties may choose to terminate this Agreement by notifying the other Party 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 administering funding and applying for public and private grant funds. Further, Clark County is hereby designated the administrator of each and every contract or grant pursuant to the Agreement, which shall include the following duties: administer and manage each contract or grant, maintain all project records, and submit all required performance items..

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, and the Clark County Department of Public Works. The Steering Committee 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 meet at least twice annually to review Project finances, discuss contract or grant status and deliverables, and conduct project planning.
- C. The Parties may authorize agreements with consultants and government agencies to advance the purposes of the Project.
- D. Allocation of operating costs will be determined by Port of Vancouver, USA; the City of Vancouver Department of Public Works; and the Clark County Department of Public Works.
- E. Upon termination of the Agreement, any remaining assets shall be returned to the Parties in proportion to what each Party contributed, after deduction of all costs.

## VI. FINANCIAL

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

- A. For fiscal year 2017, the Port of Vancouver and Clark County shall each contribute \$25,000.00 to be used to cover costs incurred in implementing this Agreement. At its discretion, the City of Vancouver shall contribute not less than \$9,000 and not more than \$25,000.00 for fiscal year 2017. In following fiscal years, these agencies may elect to modify their contributions as determined during their annual or bi-annual budget processes. The Parties shall review and agree to an annual scope of work based on available funding.
- 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.
- 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 and quantity 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 work that is directly related to Project business.
- E. Clark County will advise the Parties regarding the schedule of payments 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 commitments made by the Parties under this Agreement.
- F. Although Clark County has agreed to serve as the Parties' representative for the purposes of administering 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 other 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 under this Agreement, which failure is caused by the lack of sufficient contributions by one or more Parties 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 contribution is available at appropriate times under this Agreement.

VII. AGREEMENT COMMUNICATIONS

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

VIII. NO THIRD PARTY BENEFICIARY

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

IX. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered via email or via US Postal Service, postage prepaid and addressed to:

To the City:  
CITY OF VANCOUVER  
P.O. Box 1995  
Vancouver, Washington 98668-1995  
Attention: Eric Holmes  
Email:

To the Port:  
PORT OF VANCOUVER  
3103 Lower River Rd.  
Vancouver, Washington 98660-1027  
Attention: Patricia Boyden  
Email: pboyden@portvanusa.com

To the County:  
CLARK COUNTY  
P.O. Box 9810  
Vancouver, WA 98666-9810  
Attention: Clean Water Public Works  
Email:

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, that Party shall not be entitled to recover contributions made prior to the date of withdrawal, except as provided in section VI.G. 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 under this Agreement for the full amount of that Party's contribution to the local grant match.

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

Upon execution, the executed originals of this Agreement shall be returned to Clark County, which 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.

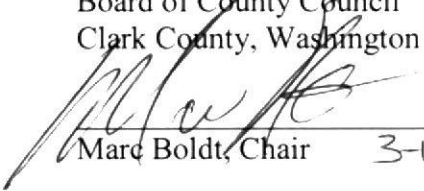
XVIII. DISPUTES

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.

XIX. 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.

Board of County Council  
Clark County, Washington

  
\_\_\_\_\_  
Marc Boldt, Chair


3-13-18

\_\_\_\_\_  
Jeanne E. Stewart, Councilor

\_\_\_\_\_  
Julie Olson, Councilor

APPROVED AS TO FORM ONLY

Anthony F. Golik,  
Clark County Prosecuting Attorney

By   
\_\_\_\_\_  
Christine Cook,  
Senior Deputy Prosecuting Attorney



\_\_\_\_\_  
John Blom, Councilor

\_\_\_\_\_  
Eileen Quiring, Councilor

**CITY OF VANCOUVER**

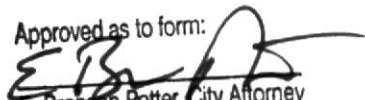
By \_\_\_\_\_

Print Name ERIC HOLMES

Title City Manager

Date 2.5.18

Approved as to form:

  
E. Bronson Potter, City Attorney

**PORT OF VANCOUVER, USA**

By Dawn Egbert

Print Name Dawn Egbert

Title Procurement Services Manager

Date 9.14.2017