

**INTERLOCAL AGREEMENT BETWEEN THE
PORT OF CAMAS-WASHOUGAL AND THE CITIES OF CAMAS AND
WASHOUGAL REGARDING THE CAMAS WASHOUGAL ECONOMIC
DEVELOPMENT ASSOCIATION**

An Agreement (“Agreement”) made in Camas, Washington on the **5th** day of **March, 2012**, between the Port of Camas-Washougal, hereinafter referred to as the “Port”, and the City of Camas, hereinafter referred to as “Camas” and the City of Washougal, herein after referred to as “Washougal” each a municipal corporation organized and existing under the laws of the State of Washington, hereinafter also individually referred to as “Party” and collectively referred to as the “Parties” to create a Joint Economic Development Association.

RECITALS

Whereas, the Port, Camas, and Washougal continue to recognize the need for a strong economic development program for the East Clark County area as defined by the boundaries of the Port and the cities of Camas and Washougal and their Urban Growth areas; and

Whereas, all three parties look to implement long-term economic growth in order to expand existing businesses and bring in new business to increase employment and provide for healthier revenues for all Parties; and

Whereas, all three parties also undertake varying degrees of economic development individually, and with varying degrees of expertise and success; and

Whereas, all three parties entered into an agreement in 2011 to form and fund a Joint Economic Development effort through the creation of a Joint Economic Development Association; and

Whereas, the Camas Washougal Economic Development Association (the “Association”) has been established and incorporated as a non-profit organization, developed by-laws and been conducting board meetings; and

Whereas, the Association is actively promoting economic development, which is a legislatively authorized Port and municipal purpose; and

Whereas, many of the provisions of the original agreement are now outdated as a result of the formation of the Association and a revised agreement is necessary to define the Parties’ roles moving forward; and

Whereas, the three parties desire to come together for the continued operation and funding of the Camas Washougal Economic Development Association; and

Whereas, the Parties find mutual benefit in the continued operation and funding of the Association, Pursuant to the laws of Washington, the Parties elect to enter into this Agreement for the purpose of defining the Parties' on-going roles regarding the operation and funding of the Association.

Therefore, the Parties mutually agree as follows:

AGREEMENT

- 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 timing of funding participation is described in Article V (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.

I. PURPOSE

- A. The purpose of this Agreement is to establish the duties and responsibilities of the Parties in the operation and funding of the Camas Washougal Economic Development Association.
- B. The intent of the Parties is to cooperatively act pursuant to the provisions of the Interlocal Cooperation Act, RCW 39.34.

II. DURATION OF AGREEMENT

- A. The initial term of this Agreement is through December 31, 2013, unless otherwise terminated as provided herein, and may be extended thereafter upon mutual consent of the parties.

III. TERMINATION OF AGREEMENT

- A. Any of the Parties may choose to terminate this Agreement by notifying the other Parties in writing no later than September 1st of any given year, with termination to be effective December 31st of that year. Upon one Party giving notice of termination to the other Parties as provided for herein, future performance obligations of the Parties shall be suspended until such time as the Parties further mutually agree to proceed or until the Agreement terminates.

- B. 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

- A. The Parties will enter into Professional Services Agreements individually with the Association, which agreements shall include performance measures. The Performance Measures shall include a requirement that CWEDA shall submit to the Port annually quantitative information on program outcomes including: The number of workers trained, recruited, and placed in jobs; the types of jobs and range of compensation; the number and types of businesses that are served; and any other tangible benefits realized by the port, the workers, businesses, and the public, as required by RCW 53.08.245.

The Association shall enter into a Professional Services Agreement with an individual or corporation for the provision of Executive Director and related professional services. The Purpose of the Camas-Washougal Economic Development Association shall be to promote and assist economic development in East Clark County as defined by the boundaries of the Port and the cities of Camas and Washougal and their Urban Growth areas. This will include developing and implementing an Economic Development Plan to promote the economic vitality of the Camas/Washougal area. The emphasis will be on business retention and recruitment for the Parties' industrial districts and commercial areas, downtowns, and the general promotion of economic development and activity. While all sectors of the economy should benefit (retail, office, services, and high technology), retail businesses and businesses with the potential of providing high paying jobs and diversifying the economic base are the primary focus.

- B. The funds of the Association shall be subject to audit in the manner provided by law for the auditing of public funds.

V. FINANCIAL

- A. The Parties will each contribute annually for the operation of the Association the following amounts, to be implemented pursuant to the Professional Services Agreements between each Party and the Association :
 - a. Port of Camas-Washougal, to fund 50%, or not to exceed \$100,000.
 - b. Both Camas and Washougal will fund 25%, or not to exceed \$50,000 each.

B. The Parties will be invoiced quarterly by the CWEDA.

C. All parties will make full payment in the amounts due and invoiced within 30 days of receipt of invoice.

VI. NO THIRD PARTY BENEFICIARY

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

VII. NOTICE

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

The Port of Camas-Washougal:
PORT OF CAMAS - WASHOUGAL
24 South A Street
Washougal, WA 98671-2199
Phone: (360) 835-2196
Attention: David Ripp
Executive Director

The City of Camas:
CITY OF CAMAS
P.O. Box 1055
Camas, WA 98607
Phone: (360) 817-7230
Attention: Lloyd Halverson
City Administrator

The City of Washougal:
CITY OF WASHOUGAL
1701 C St.
Washougal, WA 98671
Phone: (360) 835-8501
Attention: David Scott
City Administrator

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

VIII. WAIVER

No waiver by the Parties 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.

IX. WITHDRAWAL

A Party may withdraw at any time, upon written notice to the other Parties as provided for in Article III, Section A.

X. AMENDMENT

The provisions of this Agreement may be amended by 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 by the governing bodies of each agency, and executed by the duly authorized official of each Party.

XI. ATTORNEYS' FEES AND COSTS

All Parties shall bear their own costs of enforcing the rights and responsibilities under the Agreement.

XII. RATIFICATION

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

XIII. DOCUMENT EXECUTION AND FILING

The Parties agree that there shall be five (5) signed originals of this Agreement procured and distributed for signature by the necessary officials of each Party. Upon execution by the parties, each such signed original shall constitute an Agreement binding upon all Parties. The executed originals of this Agreement shall be either recorded with the Clark County Auditor or shall be posted on all Parties web sites as authorized by RCW 39.34.040.

XIV. 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.

XV. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein, 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. Venue of any disputes shall be Clark County Superior Court.


PORT OF CAMAS - WASHOUGAL

By: 
Title: Executive Director
Name: David Ripp
Date: March 7, 2012

CITY OF CAMAS

By: 
Title: Mayor
Name: Scott Higgins
Date: March 9, 2012

CITY OF WASHOUGAL

By: 
Title: Mayor
Name: Sean Guard
Date: March 5, 2012