

INTERGOVERNMENTAL AGREEMENT

An Agreement (“Agreement”) made in Camas, Washington on the 3rd day of May, 2011, between the Port of Camas-Washougal, hereinafter referred to as the “Port”, and the City of Camas, hereinafter referred to as the “City”, 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”.

RECITALS

Whereas the City has entered into a professional services contract with DKS Associates, said contract attached herein as Exhibit “A”, for the purpose of conducting a Camas citywide transportation impact fee study, hereinafter referred to as the “Study”, under the provisions of RCW 82.02 and RCW 39.92.040,

Whereas the Study is intended to identify future transportation improvement needs that will be spurred by future development based on the current zoning of properties within the City’s urban growth area, and within the Port District,

Whereas the Study promotes economic development by forecasting the transportation infrastructure necessary to support viable mobility needed for community and economic growth, which is a legislatively authorized Port purpose.

Whereas the Study is to include options for establishing financial provisions for said improvement needs,

Whereas the Parties find mutual benefit in the implementation of the Study,

Pursuant to the laws of Washington, the Parties elect to enter into this Agreement for the purpose of defining the Parties’ roles regarding the conduction of the Study.

Therefore, the Parties mutually 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 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.

- C. The purpose of this Agreement is to establish the duties and responsibilities of the Parties in facilitating the creation, payment and completion of the Study.
- 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, and no independent budget is required.

II. DURATION OF AGREEMENT

The term of this Agreement is from the date of execution by both parties, , through June 30, 2012, unless otherwise terminated as provided herein, and as provided in Section XIII.

III. TERMINATION OF AGREEMENT

- A. Either of the Parties may choose to terminate this Agreement by notifying the other Party in writing thirty (30) days prior to termination. Upon one Party giving notice of termination to the other Party 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 City will initiate, facilitate, and administer the Study.
- B. The City will invite the Port to each City Advisory Group Meeting and to participate in the Agency Coordination Group Meeting as identified in Attachment B of Exhibit "A."
- C. The City will make available to the Port all information obtained and incorporated in the Study.
- D. The Port will share with the City upon request from the City any technical public information in the possession of the Port that may be applicable to conducting the Study.

V. FINANCIAL

- A. The City will pay DKS Associates for all costs incurred for the Study.
- B. The Port will contribute \$10,000 to the City for the exclusive purpose of conducting the Study.
- C. The City will invoice the Port for \$10,000 upon execution of the Agreement.
- D. The Port will make full payment in the amount of \$10,000 to the City within 30 days of receipt of invoice, conditioned upon the City's commitment to complete the Study and provide the Port a copy of same.

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: James E. Carothers, P.E.
Engineering Manager/City Engineer

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

VIII. 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.

IX. WITHDRAWAL

A Party may withdraw at any time, upon written notice to the other Party 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

Both 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 EFFECTIVE DATE, EXECUTION AND FILING

The Parties agree that there shall be two (2) signed originals of this Agreement procured and distributed for signature by the necessary officials of each Party. Upon execution by both parties, each such signed original shall constitute an Agreement binding upon all Parties. This Agreement shall be either recorded with the Clark County Auditor or shall be posted on both parties web site 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.

XVI. 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.

XVII. 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.

XVIII. EXPIRATION DATE

This Agreement shall expire upon completion of the Project, or June 30, 2012, whichever occurs last. At the time of execution of this Agreement, the Parties anticipate completion of the Study by June 30, 2012.

PORT OF CAMAS - WASHOUGAL

By: David Ripp
Title: Executive Director
Name: David Ripp
Date: 5-4-11

CITY OF CAMAS

By: Paul Dennis
Title: Mayor
Name: Paul Dennis
Date: 5-17-11

DKS Associates

TRANSPORTATION SOLUTIONS

April 13, 2011

James Carothers
City of Camas
616 NE 4th Avenue
Camas, WA 98607

EXHIBIT "A"
PAGE 1 OF 10

Subject: Transportation Impact Fee (TIF) Update Study
Scope of Services

A11x06-063

Dear James:

DKS Associates is please to provide you with a scope of services to assist the City in developing an update to the Transportation Impact Fee (TIF). This effort will build off the adopted TIF (2003) and subsequent efforts such as the North UGA framework plan. Primarily this effort will include determining the best approach for the study, establishing existing and future needs, developing improvement projects, and establishing a revised TIF rate. Figure 1 shows a simplified work plan for this effort, which is explained in further detail in the following scope of services.

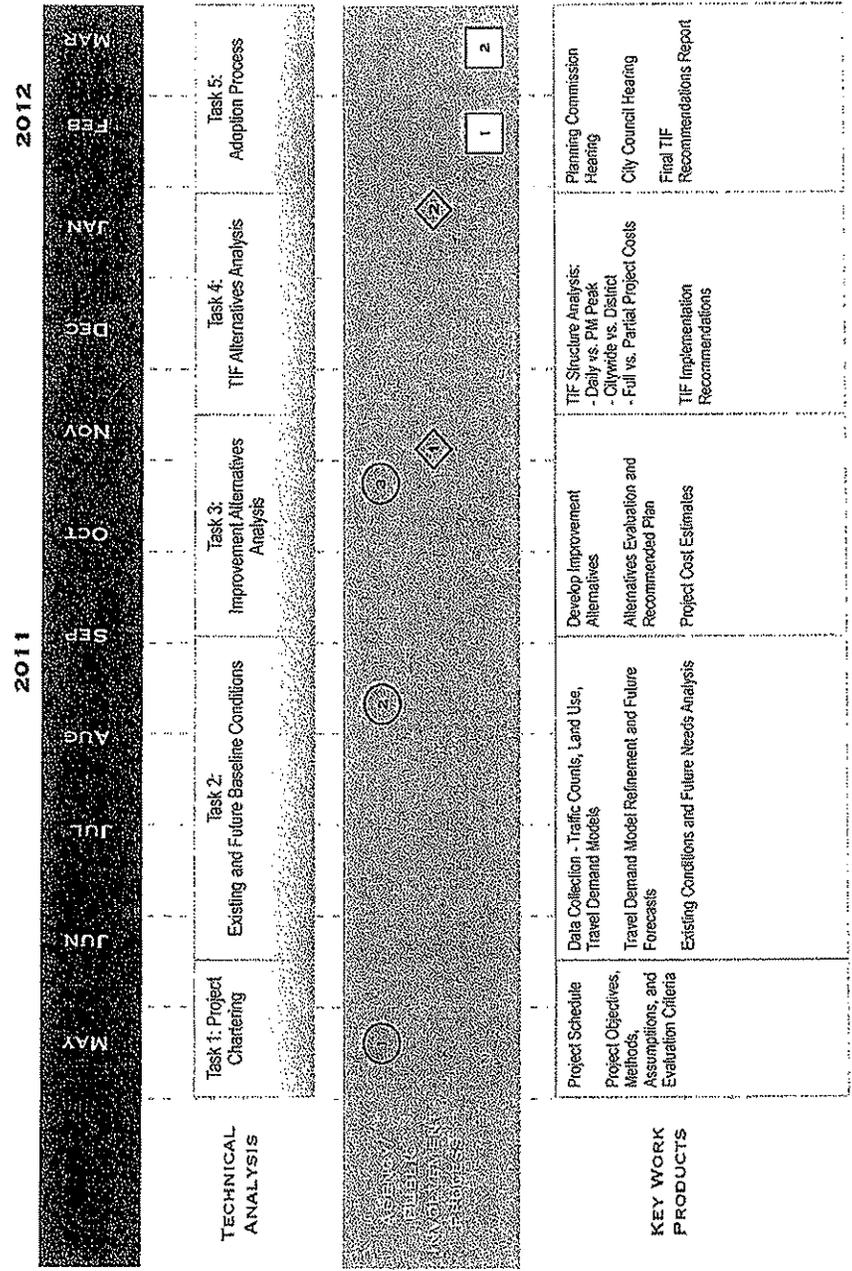
SCOPE OF SERVICES

Task 1--Project Chartering: This task includes meetings with the Agency Coordination Group (e.g., WSDOT, SWWRTC, Clark County, Vancouver, and Washougal) to introduce the project and ensure that the needs of key stakeholders will be addressed by the project. A chartering document will be prepared summarizing the roles and responsibilities of project participants, as well as key goals, milestones, and methodologies.

Task 1.1 - Project Schedule. DKS will develop a detailed project schedule, including key deliverables, milestones and public involvement process (one electronic copy). The detailed project schedule will build off of the work plan shown in Figure 1.

Figure 1: Camas TIF Update Work Plan

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PROJECT WORK PLAN
 CITY OF CAMAS TIF UPDATE

1 PUBLIC EVENT / HEARING
 AGENCY COORDINATION MEETING
 CITY ADVISORY GROUP WORK SESSION

DKS Associates
 TRANSPORTATION SOLUTIONS

Task 1.2 - Agency Coordination Group Meeting #1. DKS will prepare for and attend a meeting with the Agency Coordination group. DKS will introduce the project process and schedule and will lead a discussion about agency roles, responsibilities, project objectives, and decision-making process. DKS will prepare a meeting summary.

Task 1.3 - Project Chartering Memorandum. DKS will prepare a Draft Project Chartering Memorandum summarizing the following:

- Project participants
- Roles of project participants
- Project goals
- Key project milestones
- Alternatives evaluation criteria
- Decision making responsibilities of project participants
- Project communication

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DKS will submit the Draft Project Chartering Memorandum to the City for review (one electronic copy). DKS will respond to one set of comments and submit a Revised Draft Project Chartering Memorandum for Agency Coordination Group review (one electronic copy). DKS will respond to one round of comments and submit a Final Project Chartering Memorandum (one electronic copy).

Task 2—Existing and Future Baseline Conditions. This task includes data collection, existing conditions documentation, travel demand model refinement, future forecasting and future needs analysis. It also includes research to determine the existing revenue stream and funding opportunities and development of alternatives evaluation criteria.

Task 2.1 - Data Collection. DKS will conduct traffic counts at up to thirty (30) intersections for the weekday PM peak period (4:00 PM to 6:00 PM). Historical data collected within the last 3 years (e.g., SWWRTC traffic counts) will be utilized when possible. Study intersections will include locations on SR-500 within Camas, as requested by WSDOT.

DKS will work with SWWRTC to obtain the most current travel demand models for base and future years, as well as the associated land use data. In addition, DKS will work with SWWRTC to document what planned future facilities are included in the future models to determine an appropriate baseline network for this study.

Task 2.2 - Existing Conditions and Future Needs Analysis.

Task 2.2.1 - Existing Conditions Analysis. DKS will conduct and document the performance of the existing transportation system. To identify existing

roadway deficiencies, DKS shall compare the performance of the Project Area roadway system to the City and other relevant agency operational standards for the weekday p.m. peak hour. Consultant shall provide intersection performance (e.g., level of service, v/c ratio, and signal warrants) information for up to thirty (30) study intersections. DKS shall provide roadway segment v/c ratios for key corridors based on the travel demand model.

Task 2.2.2 - Travel Demand Model Refinement, Calibration and Future Forecasts. DKS will work with the City and SWWRTC to refine the future travel model. This travel forecast will be utilized to estimate future travel demands. Transportation analysis zones (TAZs) will be refined to a similar level as the 2003 TIF forecasting. Detailed land use inventories and forecasts from the 2003 TIF will be combined with work from the North UGA study to develop land use allocations for the refined TAZs. Coordination with SWWRTC and the City will be undertaken to determine appropriate future network assumptions (i.e., financially reasonable improvements in the area). The land use scenarios and street network assumptions will be confirmed with the City prior to assignment in the travel model.

DKS will prepare a local street level mesoscopic focus-area model from the regional travel demand model utilizing VISUM software. This mesoscopic model shall include local street level speed and traffic control inventory and assign trip tables to the network utilizing Highway Capacity Manual Methodology for node delay. DKS will utilize the mesoscopic model to determine future deficiencies and to evaluate improvement alternatives.

Task 2.2.3 - Future Baseline Analysis. Using the traffic forecast data from the refined travel demand model from Task 2.2.2, future baseline traffic volumes will be developed. Consultant must adjust future traffic volumes to account for differences between actual volumes and model volumes in the Base Year consistent with National Cooperative Highway Research Program 255 methods. Intersection operations will be evaluated for future baseline traffic volume conditions to determine future system performance, including deficiencies. DKS shall provide roadway segment v/c ratios for key corridors based on the travel demand model.

Task 2.2.4 - Existing and Future Baseline Conditions Documentation. DKS will document the existing conditions, future forecasts, and future baseline conditions in a Draft Existing and Future Baseline Conditions memorandum (one electronic copy). City will review the draft memorandum and supply comments. DKS will respond to one round of comments and prepare a Final Existing and Future Baseline Conditions memorandum (one electronic copy).

Task 2.3 - Agency Coordination Meeting #2: DKS will prepare for and attend an Agency Coordination Meeting to review the Existing and Future Baseline Conditions memorandum. The purpose of this meeting is to solicit agency feedback on the findings, as well as identify potential alternatives for addressing deficiencies.

Task 3: Improvement Alternatives Analysis: The purpose of this task is to develop transportation system alternatives and evaluate the solutions using evaluation criteria developed in Task 1.5. DKS shall develop concepts that address ways to improve existing facilities or add new facilities that could reasonably meet transportation needs identified in Task 2.

Task 3.1 – Develop Improvement Alternatives: Based on future baseline deficiencies, agency and public input, and review of past planning effort, DKS will develop a range of improvement alternatives to be considered. DKS will work with City staff to screen alternatives that may be fatally flawed due to severe constraints (e.g., topography, cost, and environmental impact).

Task 3.2—Evaluate Improvement Alternatives: DKS will evaluate the improvement alternatives based on the evaluation criteria developed in Task 1.5. Based on this evaluation, DKS will prepare a Draft Improvement Plan memorandum (one electronic copy), which may include options for improvements (e.g., comparison of required improvements with a modified mobility standard). Planning level project cost estimates will be prepared for recommended improvements. City will review the draft memorandum and supply comments. DKS will respond to one round of comments and prepare a Revised Draft Improvement Plan memorandum (one electronic copy).

Task 3.3 - Agency Coordination Meeting #3: DKS will prepare for and attend an Agency Coordination Meeting to review the Revised Draft Improvement Plan memorandum. The purpose of this meeting is to solicit agency feedback on the recommendations. DKS will prepare a meeting summary.

Task 3.4 - City Advisory Group Meeting #1: DKS will prepare for and attend a meeting with the City Advisory Group to present the Revised Draft Improvement Plan, as well as summarize input received from other agencies and the public on recommended improvements. The purpose of the meeting is to determine the projects that will be included in the Final Improvement Plan.

Task 4: TIF Alternatives Analysis: This task will develop alternatives for structuring the Traffic Impact Fee.

Task 4.1 - TIF Alternatives Analysis: DKS will conduct an evaluation of alternatives for structuring the Traffic Impact Fee. Considerations such as the following will be explored:

- Daily vs. PM peak trips
- Citywide vs. district areas vs. overlay areas
- Full vs. partial project costs
- Reimbursement costs
- Multi-modal improvement costs
- Opportunities for other funding sources

DKS will prepare a Draft TIF Rate Alternatives memorandum summarizing the evaluation results (one electronic copy). City will review the draft memorandum and supply comments. DKS will respond to one round of comments and prepare a Revised Draft TIF Rate Alternatives memorandum (one electronic copy).

Task 4.2 - City Advisory Group Meeting #2: DKS will prepare for and attend a meeting with the City Advisory Group to present the Revised Draft TIF Rate Alternatives. The purpose of the meeting is to determine the preferred TIF Rate structure that will be taken through the adoption process.

Task 4.3 - TIF Update Recommendations: DKS will prepare a Draft Traffic Impact Fee Recommendations Report, which will summarize the information prepared in memorandums from prior tasks and present the City Advisory Group recommended TIF Rate. City will review the draft memorandum and supply comments. DKS will respond to one round of comments and prepare a Revised Draft Traffic Impact Fee Recommendations Report to be used for the City adoption process (one electronic copy, one hard copy).

Task 5: Adoption Process: Consultant will attend one Planning Commission Hearings and one City Council Adoption Hearing.

Task 5.1 - PC Hearing: City shall conduct the PC Hearings to consider recommendation of adoption Updated TIF, Revised Implementing Amendments, Revised Adoption Findings and associated Legislative application. DKS shall attend and present findings from the Revised Draft Traffic Impact Fee Recommendations Report. City shall be responsible for arranging and noticing the meetings.

Task 5.2 - City Council Adoption Hearing: City shall conduct the City Council Adoption Hearing to consider adoption of Updated TIF, Revised Implementing Amendments, Revised Adoption Findings, and associated Legislative application. DKS shall attend and present findings from the Revised Draft Traffic Impact Fee

Recommendations Report. City shall be responsible for arranging and noticing the meetings.

Task 5.3 - Final Traffic Impact Fee Recommendations Report: Following adoption by the City Council, DKS will make final edits (as adopted) to the Traffic Impact Fee Recommendations Report (one electronic copy, one hard copy).

Task 6: Optional Tasks: To assist in developing the Traffic Impact Fee Update, the following optional tasks may be authorized by City staff.

Task 6.1 - North UGA TIF: Based on direction from City Council, the City may choose to pursue an Overlay or District TIF for the North UGA area to accelerate the timeline for approving a TIF rate for this area. To facilitate this process, DKS will update the *Camas North UGA Expansion Traffic Analysis Memorandum* (DKS Associates, November 6, 2007) to refresh project cost estimates to current year dollars. The potential TIF rates for the North UGA area will be updated based on the revised project costs. DKS will summarize the results in a Draft North UGA TIF memorandum (one electronic copy). City will review the draft memorandum and supply comments. DKS will respond to one round of comments and prepare a Final North UGA TIF memorandum (one electronic copy).

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TERMS

In consideration of the performance of these services, DKS Associates will be compensated on a time and materials basis in accordance with the hourly billing rates set forth in the attached fee schedule, subject to revision August 1, 2011, for a maximum fee of \$81,945. If the City authorizes Optional Task 6.1, the maximum fee would increase to \$84,760 (\$81,945 + \$2,815). This fee is based upon the scope of services and level of effort presented above.

DKS will invoice monthly based upon the time and materials expended. Payments are due on a net 30 day basis. A service charge of 1 1/4 % per month compounded will be assessed on billings not paid when due. If payment of our invoices is not made within 45 days of the due date, DKS reserves the right to cease work on this project until such time as payment is received. In the event of any litigation between the parties to this agreement arising from this agreement, the prevailing party shall be reimbursed for its reasonable attorneys fees and costs.

Should the services not be authorized in thirty (30) days; or should changes occur in the scope or level of effort; or should the completion date extend beyond June 30, 2012 due to circumstances beyond DKS's control; we reserve the right to revise the scope, our

billing rates, budget and schedule to reflect the current conditions. Such revisions will be effected through amendments to this agreement.

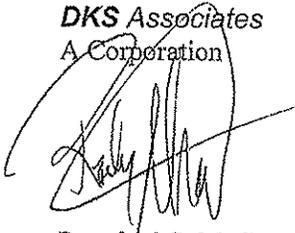
City or DKS may terminate this Agreement at any time, in whole or in part, effective within thirty (30) days upon delivery of written notification thereof, unless said notice states a later effective date of termination. As of the effective date of termination, DKS shall cease all services on the project. In the event of termination initiated by the City, City shall pay to DKS compensation for services rendered to the termination date in accordance with this scope of services. In the event of termination initiated by DKS, the City and DKS shall mutually agree to final payment.

DKS has reviewed the requested sections of WSDOT Form 224-080 EF (Revised 3/2008) - XIII (Equal Employment Opportunity) and Exhibit C Title 6, Civil Rights Act of 1964. DKS will comply with the sections of WSDOT Form 224-080 EF (Revised 3/2008) - XIII (Equal Employment Opportunity) and Exhibit C Title 6, Civil Rights Act of 1964.

Two originals of this letter have been provided. If this agreement is acceptable, please have a duly authorized official of your company sign below and return one original for our files. That signature will constitute formal authorization to proceed with the services according to the terms outlined.

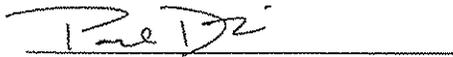
Sincerely,

DKS Associates
A Corporation



Ransford S. McCourt, PE, PTOE
President

Approved By:
City of Camas



By:

Mayor 4/20/11
Title Date

Attachments:

- A - Fee Schedule*
- B - Breakdown of Cost*

EXHIBIT "A"
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- Attachment A -

Fee Schedule					
<i>Effective August 1, 2010 through August 31, 2011</i>					
<i>ENGINEERS and PLANNERS</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 1	\$ 55.00	Grade 15	\$ 125.00	Tech Level A	\$ 35.00
Grade 2	60.00	Grade 16	130.00	Tech Level B	40.00
Grade 3	65.00	Grade 17	135.00	Tech Level C	45.00
Grade 4	70.00	Grade 18	140.00	Tech Level D	50.00
Grade 5	75.00	Grade 19	145.00	Tech Level E	55.00
Grade 6	80.00	Grade 20	150.00	Tech Level F	60.00
Grade 7	85.00	Grade 21	155.00	Tech Level G	65.00
Grade 8	90.00	Grade 22	160.00	Tech Level H	70.00
Grade 9	95.00	Grade 23	165.00	Tech Level I	75.00
Grade 10	100.00	Grade 24	170.00	Tech Level J	80.00
Grade 11	105.00	Grade 25	175.00	Tech Level K	85.00
Grade 12	110.00	Grade 26	180.00	Tech Level L	90.00
Grade 13	115.00	Grade 27	185.00	Tech Level M	95.00
Grade 14	120.00	Grade 28	190.00	Tech Level N	100.00
				Tech Level O	105.00
				Tech Level P	110.00

- Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.

EXHIBIT "A"
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- Attachment B -

Camas TIF Update
 Project Budget Estimate - 4/13/11
 DKS Associates

Task	Subtask	Description	Labor Cost	DKS Associates			
				Principal \$165	PM \$125	Project Planner \$95	Graphics \$80
		Project Chartering	\$4,505				
	1.1	Project Schedule	\$500		4		
	1.2	Agency Coordination Group Meeting #1	\$1,320		6	6	
	1.3	Project Chartering Memorandum	\$2,685	1	8	16	
		Existing and Future Baseline Conditions	\$37,995				
	2.1	Data Collection	\$1,770		2	16	
	2.2	Existing Conditions and Future Needs Analysis	\$34,905	1	60	280	8
	2.3	Agency Coordination Meeting #2	\$1,320		6	6	
		Improvement Alternatives Analysis	\$16,830				
	3.1	Develop Improvement Alternatives	\$3,610	2	8	24	
	3.2	Evaluate Improvement Alternatives	\$10,900	4	16	80	8
	3.3	Agency Coordination Meeting #3	\$1,320		6	6	
	3.4	City Advisory Group Meeting #1	\$1,000		8		
		TIF Alternatives Analysis	\$12,340				
	4.1	TIF Alternatives Analysis	\$5,890	2	8	48	
	4.2	City Advisory Group Meeting #2	\$1,000		8		
	4.3	TIF Update Recommendations	\$5,450	2	8	40	4
		Adoption Process	\$4,725				
	5.1	Planning Commission Hearing (1)	\$1,000		8		
	5.2	City Council Hearings (1)	\$1,000		8		
	5.3	Final TIF Recommendations Report	\$2,725	1	4	20	2
		Optional Tasks	\$2,815				
	6.1	North UGA TIF	\$2,815	1	6	20	
Total Labor Hours			772	14	174	562	22
Total Labor Cost			\$79,210	\$2,310	\$21,760	\$53,390	\$1,760

<i>Direct Costs/Vendors</i>		
<i>Traffic Counts</i>	\$4,950	Turn Movement Counts at 30 Intersections
<i>Travel Expenses</i>	\$500	Includes \$50/meeting or field visit
<i>Hardcopies</i>	\$100	Includes \$50 per report copy
Total Project Budget (Non-Optional Tasks)	\$81,945	
Optional Tasks Labor	\$2,815	
Optional Tasks Expenses	\$0	
Optional Task Total	\$2,815	
Total Potential Project Budget	\$84,760	