

**INTERLOCAL AGREEMENT BETWEEN THE  
CITIES OF CAMAS AND WASHOUGAL TO PROVIDE FOR THE APPOINTMENT OF  
JOINT REPRESENTATION ON THE C-TRAN AND RTC BOARDS OF DIRECTORS**

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into this 17<sup>th</sup> day of January 2012, by and between the City of Washougal, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Washougal"; and the City of Camas, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Camas", hereinafter also collectively referred to as the "Parties".

**RECITALS**

**WHEREAS**, the parties hereto desire to enter into an Interlocal Agreement pursuant to RCW 39.34, the Interlocal Cooperation Act; and

**WHEREAS**, the Parties are jointly represented on the C-TRAN and Regional Transportation Council (RTC) Boards of Directors with one seat, pursuant to the governing documents of C-TRAN and RTC; and

**WHEREAS**, the Parties have heretofore relied upon an informal process to determine the appointment to each Board; and

**WHEREAS**, the issue of the proper process to utilize for the appointment to each Board is a topic of mutual concern for the Parties; and

**WHEREAS**, the Parties recognize the need to establish a formal process and timeline for making appointments to the C-TRAN and RTC Boards; and

Pursuant to the laws of Washington, the Parties elect to enter into this Agreement for the purpose of defining a formal process for making appointments to the C-TRAN and RTC Boards;

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).

I. PURPOSE

- A. The purpose of this Agreement is to define a formal and predictable process for making appointments for joint representation to the C-TRAN and RTC Boards.
- 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

The duration of this Agreement shall be for an indefinite duration, subject however, to the right of either Party to terminate this agreement as hereinafter provided. The Parties agree to review the agreement during the fourth quarter of 2013 and to make such revisions, if any, as mutually agreed.

III. TERMINATION OF AGREEMENT

- A. Either Party may choose to terminate this Agreement by notifying the other Party in writing no later than September 1<sup>st</sup> of any given year, with termination to be effective December 31<sup>st</sup> of that year. 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 Parties establish a regular rotation schedule, alternating representation every two years. The term of a specific rotation may be extended, as appropriate and by mutual agreement of the Parties, when an appointee is progressing through Board leadership chairs. The term of a specific rotation may otherwise be extended by mutual agreement of the Parties.
- B. The first rotation shall commence with appointments effective January 1, 2012.
- C. During the first rotation, a Washougal appointee shall be the representative to the C-TRAN Board, with a Camas appointee as an alternate; and a Camas appointee shall be the representative to the RTC Board, with a Washougal appointee as an alternate. Representation will rotate in each successive rotation.

- D. Each Party shall independently make appointments pursuant to their own adopted process.
- E. Appointments shall be made in December of the year prior to the end of a rotation, or as soon thereafter as practical.

V. REPRESENTATION AND REMOVAL

- A. The appointed representatives shall fairly and accurately represent the consensus view of the Cities of Camas and Washougal. Representatives may use a variety of methods to inform and determine consensus. Prior to voting on items of significance before a Board, the representatives shall advise and seek guidance from both councils. On items of significance for which there are markedly different views amongst or between the councils, the representative shall report a summary of such council views to the respective board, prior to casting his/her vote. Items of significance shall include matters of taxation, formation of sub-districts, constituent voting parameters, significant changes in the scope and nature of services delivered, and other items determined to be significant in the judgment of the representative.
- B. A duly appointed representative may be removed by a super-majority vote (10 votes out of 14) of the combined city councils.

VI. NOTICE

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

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 Party notice of such change as provided in this section.

VII. 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.

VIII. WITHDRAWAL

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

IX. 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.

X. ATTORNEYS' FEES AND COSTS

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

XI. RATIFICATION

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

XII. 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 the Parties. The executed originals of this Agreement shall be either recorded with the Clark County Auditor or shall be posted on each Parties' web sites as authorized by RCW 39.34.040.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

**CITY OF CAMAS**

By: \_\_\_\_\_  
Title: Mayor  
Name: Scott Higgins  
Date: 1/17/12

**CITY OF WASHOUGAL**

By: \_\_\_\_\_  
Title: Mayor  
Name: SEAN GUARD  
Date: 1/17/12