

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT**

**AND**

**PORT OF SKAMANIA PORT**

**FOR *STEVENSON LANDING EXPANSION CONCEPTS***

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Mid-Columbia Economic Development District (hereinafter the “District”), an Economic Development District formed under ORS190 and RCW 39.34, and the Port of Skamania Port (hereinafter the “Port”).

**RECITALS:**

**WHEREAS**, ORS Chapter 190 authorizes governmental entities such as ports and economic development districts to enter into written agreements for the performance of any or all functions and activities that either entity has the authority to perform on its own.

**WHEREAS**, the Port has requested, and the District has agreed, to provide certain services to support concept development for expansion of Stevenson Landing, in support of recovery of the economy of the region from COVID-19 and increasing regional resiliency.

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of the mutual covenants of the District and Port, each to the other giving, the District and Port do hereby agree as follows:

**1. Services to be Provided:**

- A. The Port will provide the services and personnel to complete the work activities described in the Scope of Work (Section 2) below.
- B. The District will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

**2. Scope of Work:**

The Port will develop or cause to be developed a conceptual layout and opinion of probable construction costs for up to two expansion concepts for the Stevenson Landing dock. Outcomes will include a technical memorandum including the following for up to two alternatives:

- Conceptual locations of new dolphins or other new structural elements (if any)
- Conceptual structural configurations
- Cruise ship berthing illustrations

- Key aspects of the design basis
- Summary of the preliminary cost comparison

The Port will provide the final plan to MCEDD and will acknowledge support of MCEDD and the US Economic Development Administration.

**3. Consideration:**

The District will provide seventeen thousand three hundred and thirty (\$17,330) dollars to compensate the Port for services rendered. This is a flat fee that includes all time, travel and materials. Payment is due and payable to the Port within 30 days after MCEDD's acceptance of the work and the receipt of invoice.

**4. Term:**

Subject to other contract provisions, the period of performance under this Contract will be from the date of execution through November 1, 2021, unless sooner terminated as provided herein.

**5. Notices:**

All notices, requests, demands and other communications to or upon the parties hereto shall be in writing and shall be deemed to have been duly given or made when deposited in the mails, addressed to the party to which such notice, request, demand or other communication is requested or permitted to be given or made hereunder at the addresses set forth below or at such other address of which such party shall have notified in writing the other party hereto. Those notices, requests, demands or other communications relating to termination or amendment shall be in writing and mailed certified and postage prepaid.

If to Port:                      Executive Director  
   Port of Skamania County  
   212 SW Cascade Ave  
   Stevenson, WA 98648

If to District:                    Executive Director  
   Mid-Columbia Economic Development District  
   802 Chenoweth Loop Road  
   The Dalles, OR 97058

**6. Severability:**

If any portion of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**7. Amendment:**

The District and the Port may, from time to time, request changes to this Agreement or its provisions. Any such changes that are mutually agreed to by the District and the Port shall be incorporated herein by written amendment to this Agreement. It is agreed and understood that no material or substantive alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by all parties to this agreement. Any oral understanding or agreements shall not be binding unless made in writing and signed by all parties to this agreement.

**8. Termination:**

This IGA may be terminated by mutual consent of both parties. The District may terminate this Agreement without cause by providing thirty (30) days written notice of such intent to the Port, or at such later date as may be established by the District and submitted in writing to Port. Port may terminate this Agreement without cause by providing thirty (30) days written notice of such intent to the District.

**9. No Implied Waiver:**

No failure on the part of the parties hereto to insist upon the strict performance of any provision of this Agreement or to exercise any right called for herein shall constitute a waiver of any provision of this Agreement or the rights of the parties hereto.

**10. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**11. No Agency:**

This Agreement does not in any way constitute or nominate either of the parties as the agent or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party to this Agreement.

**12. Indemnity:**

To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 (the "Act"), to the extent the Act is applicable, the District and the Port shall release, defend, indemnify, and hold harmless one another and one another's officers, board members, commissioners, employees, and agents from and against all damages, claims, injuries, costs, or judgments which may in any manner arise as a result from either parties' actions pursuant to this Agreement.

**13. Entire Agreement:**

This Agreement constitutes the entire agreement and understanding between the parties as to the

subject matter herein and supersedes all prior agreements, commitments, representations, writings, and discussions between them regarding the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the Port and the District have executed this Agreement pursuant to due authority, as evidenced by the signature of the duly appointed representative of each entity below.

**Port of Skamania County**

**Mid-Columbia Economic Development  
District**

By: \_\_\_\_\_  
Pat Albaugh, Executive Director

By: \_\_\_\_\_  
Jessica Metta, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_