

INTERLOCAL AGREEMENT CONCERNING CLARK COUNTY
TREASURER & ASSESSOR AND THE PORT OF VANCOUVER FOR
ADMINISTRATION OF TAX INCREMENT FINANCING

THIS IS AN INTERLOCAL AGREEMENT among the Port of Vancouver, hereinafter referred to as the "Port," and the Clark County Assessor, hereinafter referred to as the "Assessor" and the Clark County Treasurer hereinafter referred to as the "Treasurer", whereby the Port agrees to reimburse the County for expenses that the Assessor and Treasurer incur to administer the Port's Tax Increment Area.

WHEREAS, pursuant to RCW 39.34.080, one or more public agencies may contract with one another to perform governmental services which each itself is, by law, authorized to perform; and

WHEREAS, pursuant to RCW Chapter 39.114, local governments including ports, cities, or the county or combination thereof may adopt an ordinance to designate a Tax Increment Area ("TIA") to fund public improvements utilizing tax increment financing; and

WHEREAS, TIA's are limited to no more than two per local government and may not exceed a combined taxable assessed value of more than \$200,000,000; and

WHEREAS, the Port approved its TIA Port of Vancouver Terminal 1 on May 24, 2022 ("the Port's TIA"); and

WHEREAS, pursuant to RCW 39.114.020 (1)(e), an ordinance must set a sunset date for the increment area, which may be no more than 25 years after the first year in which tax allocation revenues are collected from the increment area; and

WHEREAS, pursuant to RCW 39.114.050 (2), the apportionment of tax allocation revenues must cease when the taxing district certifies to the county assessor in writing that tax allocation revenues are no longer necessary or obligated to pay public improvement costs, but in no event shall the apportionment of tax allocation revenues continue beyond the sunset date established pursuant to RCW 39.114.020(1)(e); and

WHEREAS, pursuant to RCW 39.114.020 (6), a local government may reimburse county assessors and county treasurers for their costs as provided in RCW 39.114.010(6)(e), including expenses incurred in revaluing real property for the purpose of determining the tax allocation base value by a county assessor under chapter 84.41 RCW and expenses incurred by a county treasurer under chapter 84.56 RCW in apportioning the taxes and complying with this chapter and other applicable law. "Expenses incurred" means actual staff and software costs directly related to the implementation and ongoing administration of increment areas under RCW Chapter 39.114; and

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WHEREAS, the Port, the Assessor and the Treasurer desire to establish a mechanism by which the Port shall reimburse the Assessor and Treasurer for costs incurred pursuant to RCW 39.114.020(6).

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose.

The purpose of this Agreement is to establish a mechanism by which the Port shall reimburse the Assessor and the Treasurer pursuant to RCW 39.114.020(6) for their costs, including one-time and ongoing expenses, incurred related to the implementation and administration of the Port's TIA (hereinafter, "County Costs").

2. Participation and Duration.

Participation in this Agreement is a commitment for the duration of the Port's TIA or until the Port has certified to the county assessor in writing that the tax allocation revenues are no longer necessary or obligated to pay public improvement costs. Notwithstanding that commitment, this Agreement may be terminated pursuant to the terms of Paragraph 6 of this Agreement.

3. Cost Recovery Model.

The County Costs to be reimbursed under this Agreement shall be calculated using a cost recovery model based upon the following three (3) primary factors:

- County software development costs
- The number of parcels within the Port's TIA
- Initial set up costs versus ongoing administrative costs

The Cost Recovery Model is attached hereto as **Exhibit A - Cost Recovery Model**. The Cost Recovery Model uses a blended hourly rate and is subject to change with 30 calendar days' notice to the Port.

The County will review the Cost Recovery Model annually to ensure hourly estimates are in alignment with the actual hours expended to administer the Port's TIA. Estimates will be sent to the Port by July 31 of the year proceeding the billing for the reimbursement of County Costs.

4. Reimbursement of expenses: invoicing and payment.

The Port will reimburse County Costs in the first year in which taxes are apportioned to the Port for each approved tax increment area and for the duration of the Port's TIA .

The Assessor or the Treasurer will invoice the Port for any County Costs to be reimbursed by September 1 of each year this Agreement is in effect. The Port will submit payment by the following October 31. Any disputes regarding the amounts invoiced should be in

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writing to the Assessor and Treasurer prior to the payment due date.

5. Dispute Resolution.

In the event the Port disputes any portion of an invoice, the Port shall promptly notify the Assessor and Treasurer in writing of the disputed portion within ten (10) days of the date of the invoice. The Port shall deduct the disputed portion from such payment and pay the undisputed balance of the invoice to the Treasurer (without waiver of and with full reservation of rights). After receipt of such notice, the Port, the Assessor and the Treasurer shall promptly work together to resolve the dispute and once resolved, the Port shall promptly pay the amount still owing, if any.

6. Governing Law.

This Agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

7. Termination.

The Assessor or the Treasurer may terminate this Agreement upon 90 days written notice to the other parties. The Port may terminate this Agreement upon at least 45 days written notice to the Assessor and the Treasurer.

8. Entire Agreement.

This Agreement constitutes the entire agreement between parties, superseding any and all previous written and oral contracts and agreements. This Agreement may not be changed unless amended in writing and accepted by all parties.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 20th day of September, 2024.

Port of Vancouver

Signature: Scott D. Goodrich

Printed Name: Scott Goodrich

Title: Chief Financial Officer

Date: 09/23/24

Clark County Assessor

Signature: Peter Van Nortwick

Printed Name: Peter Van Nortwick

Title: Clark County Assessor

Date: 09/20/24

Clark County Treasurer

Signature: Alishia Topper

Printed Name: Alishia Topper

Title: Clark County Treasurer

Date: 09/23/24

Approved as to Form Only
Stephen Archer
Deputy Prosecuting Attorney, Civil
Division

By: Stephen Archer
Deputy Prosecuting Attorney

Cost Recovery of Expenses Incurred

Port of Vancouver - Terminal 1

Ordinance adopted: May 24, 2022

Expected completion date: Oct 31, 2047

Parcel count: 22

	Year 1	Year 2	Years 3 - 25
Development Allocation			
System coordination, development, testing and implementation allocated for each approved tax increment area	\$ 15,570.00	\$ -	\$ -
Administration of Tax Increment Area			
Description of administrative services provided	Forecasted Hours	Forecasted Hours	Forecasted Hours
Maintain property accounts, TCA maintenance, splits/merges, mapping	4	4	2
Set up accounting, approved/release disbursements, financial reporting	3	3	3
Technical support for PACS, monitors, and property group codes	8	8	2
Assess LTIF properties in increment areas (Commercial)	8	8	8
Assess LTIF properties in increment areas (Residential)	-	-	-
Set up LTIF, capture base values, certify levies with LTIF components	6	6	2
Reporting and distribution	2	2	2
Billing and collection of LTIF property taxes	6	6	6
LTIF implementation and planning support	36	36	6
Appeals review, response, and cases	3	3	3
Total estimated hours	76	76	34
Blended rate (wages, benefits, and indirect costs)	\$ 103.00	\$ 103.00	\$ 103.00
Administration expenses incurred	\$ 7,828.00	\$ 7,828.00	\$ 3,502.00
Total expenses to be reimbursed	\$ 23,398.00	\$ 7,828.00	\$ 3,502.00

Certificate Of Completion

Envelope Id: DE44975C1E3C4B33BCDCB4D119173E5A	Status: Completed
Subject: Complete with DocuSign: LTIF Interlocal Agreement - Expense reimbursement for county adminstrat...	
Source Envelope:	
Document Pages: 5	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sara Lowe
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1300 Franklin St
	Vancouver, WA 98660
	Sara.Lowe@clark.wa.gov
	IP Address: 64.4.181.33


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Status: Original	Holder: Sara Lowe	Location: DocuSign
9/20/2024 12:06:23 PM	Sara.Lowe@clark.wa.gov	


Signer Events

Signer Events	Signature	Timestamp
Stephen Archer stephen.archer@clark.wa.gov Deputy Prosecuting Attorney Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.35	Sent: 9/20/2024 12:12:03 PM Viewed: 9/20/2024 3:20:31 PM Signed: 9/20/2024 3:21:03 PM

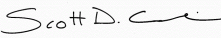
Electronic Record and Signature Disclosure:
Accepted: 5/4/2023 9:31:54 AM
ID: 10fd6f5a-2bb2-4ad2-b730-4a0d35f0677b

Peter Van Nortwick Peter.VanNortwick@clark.wa.gov Assessor Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 64.4.181.34	Sent: 9/20/2024 3:21:04 PM Viewed: 9/20/2024 5:31:21 PM Signed: 9/20/2024 5:31:50 PM
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Electronic Record and Signature Disclosure:
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ID: 8ec3ff07-a7f8-4dfc-b854-a7166a9a3e48

Alishia Topper alishia.topper@clark.wa.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 24.21.84.143 Signed using mobile	Sent: 9/20/2024 5:31:52 PM Viewed: 9/23/2024 8:34:57 AM Signed: 9/23/2024 8:35:14 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Scott Goodrich sgoodrich@portvanusa.com Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 50.53.51.87	Sent: 9/23/2024 8:35:15 AM Viewed: 9/23/2024 9:13:15 AM Signed: 9/23/2024 9:13:50 AM
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Electronic Record and Signature Disclosure:
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ID: 6d716e6b-9824-41c4-a887-8a8eb1ac1b10

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/20/2024 12:12:03 PM
Certified Delivered	Security Checked	9/23/2024 9:13:15 AM
Signing Complete	Security Checked	9/23/2024 9:13:50 AM
Completed	Security Checked	9/23/2024 9:13:50 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Clark County, WA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Clark County, WA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Clark County, WA

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Clark County, WA

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.