

**SEVENTEENTH ADDENDUM TO THE  
INTERGOVERNMENTAL AGREEMENT AMONG  
PORT OF LONGVIEW, PORT OF VANCOUVER AND PORT OF KALAMA**

This addendum shall be attached to and made part of the Intergovernmental Agreement among the **Port of Longview, Port of Vancouver, and Port of Kalama** (“Parties”), dated March 22, 2011, and amended on January 18, 2012, December 20, 2012, January 7, 2014, January 7, 2015, February 9, 2016, April 12, 2017, June 29, 2017, January 19, 2018, February 23, 2018, January 1, 2019, September 30, 2020, and January 1, 2021.

**WHEREAS**, the Parties have previously entered the Agreement for the purpose of stipulating the terms and conditions in which the Parties would share in the costs related to a Consultant to provide project management services related to the Washington Sponsor Ports Columbia River Channel Improvement project (“Project”); and

**WHEREAS**, the Parties conducted a solicitation process and selected Anchor QEA, LLC (“Consultant”). to perform project management services related to the Project; and

**WHEREAS**, the Port of Longview, as the contracting agent for the Project, and with concurrence from the other Parties, entered into an initial agreement and subsequent amendments with Anchor QEA, LLC for a contract amount of \$4,701,991, including the United States Army Corp of Engineer’s obligation of \$1,388,975; and

**WHEREAS**, the Parties agree than an additional amendment is necessary to increase the obligation of the Parties for work identified for the Lower Columbia River – Channel Maintenance Plan joint National Environmental Policy Act (NEPA) and State Environmental Policy Act (SEPA) in the contract between the Port of Longview and Anchor QEA, LLC. 14-008-PSC, Task 015; and

**WHEREAS**, the Parties agree that the cost for Task Order 015 is also to be jointly shared between the Parties and US Army Corps of Engineers, Port District (“USACE”), through the Memorandum of Agreement Between the Department of the Army, US Army Corps of Engineers, Port District and the Port of Portland, the Port of Vancouver, the Port of Kalama, the Port of Longview, and the Port of Woodland for Operation and Maintenance of Dredged Disposal Facilities for the Columbia River Portion of the Columbia and Lower Willamette Rivers Federal Navigation Channel, Oregon and Washington, date June 14, 2017, and supporting document, the Memorandum of Understanding Between the US Army Corps of Engineers, Portland District, the Port of Portland, the Port of Vancouver, the Port of Kalama, the Port of Longview, for the Development of the Environmental Impact Statement for the Lower Columbia River Federal Navigation Channel Maintenance Plan dated June 14, 2017; and

**WHEREAS**, the Parties have developed, in coordination with the USACE, the scope of work that is implemented through Task 015, and are in agreement regarding its cost share allocations; and

**NOW, THEREFORE**, the parties agree that the Agreement shall be amended as follows:

1. All Parties agree that the scope of work for Task Order 015 is \$753,348; and
2. All Parties agree that the USACE's Share of the cost for Task Order 015 is \$432,089 and that the USACE must reimburse the Port of Longview for its share of the cost upon receipt of invoice; and
3. All Parties agree to increase the Parties' obligation for Task Order 015 by one-third of \$321,259 to \$107,086 each.

Except as expressly provided in this Addendum, all other terms and conditions of the original Agreement, and any amendments, addenda or modification thereto, remain in full force and effect.

The parties agree that except as may be prohibited by applicable law or regulation, this Contract and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic mean, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

This Agreement will take effect the 1<sup>st</sup> day of January, 2022.

**PORT OF LONGVIEW**

By: \_\_\_\_\_

Title: Chief Executive Officer

Name: Dan Stahl

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

**PORT OF VANCOUVER**

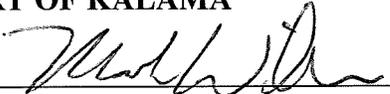
By: \_\_\_\_\_

Title: Chief Executive Officer

Name: Julianna Marler

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

**PORT OF KALAMA**

By:  \_\_\_\_\_

Title: Executive Director

Name: Mark Wilson

Date: 24-NOV-21

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**PORT OF LONGVIEW**

By: 

Title: Chief Executive Officer

Name: Dan Stahl

Date: 29 Nov 2021

**PORT OF VANCOUVER**

By: \_\_\_\_\_

Title: Chief Executive Officer

Name: Julianna Marler

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

**PORT OF KALAMA**

By: \_\_\_\_\_

Title: Executive Director

Name: Mark Wilson

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

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**PORT OF LONGVIEW**

By: \_\_\_\_\_

Title: Chief Executive Officer

Name: Dan Stahl

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

**PORT OF VANCOUVER**

By: 

Title: Chief Executive Officer

Name: Julianna Marler

Date: 12/14/2021

**PORT OF KALAMA**

By: \_\_\_\_\_

Title: Executive Director

Name: Mark Wilson

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