

**AGREEMENT BETWEEN
CITY OF VANCOUVER
AND
VANCOUVER NATIONAL HISTORIC RESERVE TRUST**

This agreement is entered into by and between the City of Vancouver ("City") and the Vancouver National Historic Reserve Trust, a non-profit corporation ("Reserve Trust").

WHEREAS, the NPS and the City executed Task Agreement Number J9430070009 ("Task Agreement"), (copy attached) whereby the City has agreed to provide services to NPS to accomplish certain tasks related to project management and professional services ("Project"); and

WHEREAS, the NPS has committed an approved funding source for the services as set forth in Article V of the Task Agreement; and

WHEREAS, the Reserve Trust is a non-profit corporation duly organized to advance the interests of the Reserve and has the authority to enter into contracts for these lawful purposes;

WHEREAS, the Reserve Trust participates in the VNHR Property Committee which provides advice and oversight for projects on the Historic Reserve and has qualified technical resources available to perform the tasks required on the Project and is willing to provide such services to City in meeting its obligations under the Task Agreement.

THEREFORE, the parties hereby agree as follows:

I. SEPARATE OBLIGATIONS

A. The Reserve Trust shall:

1. Provide certain project management services as requested by the City for VNHR projects as required for the Visitor Center renovation, Fort Vancouver reconstructions, East and South Barracks relinquishment and subsequent rehabilitation and adaptive reuse as set forth in the attached Task Agreement.
2. Coordinate between the National Park Service and other partner agencies participating in the work.
3. Comply with all applicable federal and state laws. For this purpose the Reserve Trust will establish rules and procedures for the management of all affairs of the Reserve Trust in accordance with (a) the requirements for tax-exempt entities under the federal Internal Revenue Code, included in section 501(c)(3), and (b) the laws governing charitable solicitations (e. g., chapter 19.09 R.C.W.) and non-profit corporations (e.g., chapter 24.03 R.C.W.).

B. The City shall:

1. Provide the Reserve Trust funding for those requested services as referenced in this Agreement from date of signing of this Agreement through December 31, 2009. The master Cooperative Agreement between NPS and the City, the mechanism by which funding is provided for this contract, expires March 18, 2008. It is the intention of

NPS and the City to renew the Cooperative Agreement. However, in the event that does not occur, this contract will also expire on March 18, 2008.

2. Provide payment to the Reserve Trust in accordance with those specific services requested by the City from the attached Task Agreement as invoiced by the Trust on a monthly basis. For 2007, it is anticipated that this amount shall not exceed \$20,000. In the event that the contract is renewed for additional one year terms the payment to the Trust will be not to exceed \$36,000 in 2008 and not to exceed \$ 37,000 in 2009.
3. Provide the Reserve Trust with timely notice of any changes in the Task Agreement or other circumstances that would affect the terms of this agreement; and

II. ACCOUNTING AND AUDITING

- A. The Reserve Trust shall maintain adequate records and accounting in accordance with Generally Accepted Accounting Principles. Reserve Trust invoices for services provided under this Agreement shall be supported by documentation acceptable to the City.
- B. The City Manager or his/her designee may inspect and/or copy all Reserve Trust accounts and records at all reasonable times to determine compliance with this Agreement.


III. OTHER AGREEMENTS

- A. Independent Capacity: At all times and for all purposes of this Agreement, each party shall act in an independent capacity and not as an agent or representative of the other party.
- B. Indemnification: Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.
- C. Assignments: This Agreement may not be assigned by either party, in whole or in part.
- D. Modifications: Alteration or modification of any term of this Agreement shall be valid only if made in writing and signed by the parties.
- E. Termination: This Agreement shall terminate on December 31, 2009 It may be earlier terminated by mutual agreement of the parties or in the event that the conditions referred to in Section I B(1) occur.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties on this 4th day of September, 2007.

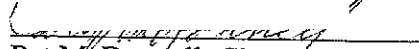
VANCOUVER NATIONAL HISTORIC RESERVE TRUST

SIGNATURE ON FILE


Elson C. Strahan, President

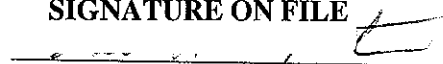
CITY OF VANCOUVER

SIGNATURE ON FILE


Pat McDonnell, City Manager


APPROVED AS TO FORM:

SIGNATURE ON FILE


Ted H. Gathe, City Attorney

ATTEST:

SIGNATURE ON FILE


R. Lloyd Tyler, City Clerk
By: ~~Carrie Lewellen, Deputy City Clerk~~