

**FIRST ADDENDUM TO THE
INTERLOCAL AGREEMENT BETWEEN
PORT OF LONGVIEW AND COWLITZ COUNTY**

This Addendum shall be attached to and made a part of the agreement between **COWLITZ COUNTY** and the **PORT OF LONGVIEW**, dated July 12, 2011.

WHEREAS, the parties have previously entered into an Agreement whereby the County is providing funding assistance to the Port for costs to construct an Import/Export Dry Bulk Storage Facility, said improvements are more particularly described in the Project Information Sheet for Rural County Public Facility Funds, submitted to the County by the Port, dated March 29, 2011 (the "project"); and

NOW, THEREFORE, in accordance with the agreement between the parties, the parties agree that Paragraphs 2, 3 and 5 (superseded language identified by strikeout) of the "AGREEMENT" section shall be amended to read as follows:

2. Purpose: The purpose of this Agreement is to allow the County to provide partial funding assistance to the Port for costs to construct an Import/Export Dry Bulk Storage Facility. Said improvements are more particularly described in the Project Information Sheet for Rural County Public Facility Funds, submitted to the County by the Port, and dated March 29, 2011 as modified by a letter from the Port of Longview dated November 16, 2012. (the "project").

3. Construction: The Port agrees to design, construct and complete the project described herein, no later than December 31, ~~2012 (phase I) and December 31, 2013 (phase II & III)~~ 2014. The County shall have no responsibility for the design, construction or management of said project. The Port shall have the sole authority to determine its design, construction and project management, and to enter into partnerships, contracts, or other legal arrangements with potential investors and/or users thereof to assist in financing and/or construction and permitting, in the manner allowed by law.

5. Budget: The total estimated cost for the project is ~~\$3,000,000~~ \$1,065,353. The project is anticipated to be completed not later than December 31, ~~2012 (phase I) and December 31, 2013 (phase II & III)~~ 2014. Actual construction costs will be based upon contracts let for public bid pursuant to law. The Port has developed a budget for said project, will maintain the budget, and will account for all expenditures made for the project. In consideration of the above described transfer of funds, the Port hereby warrants and guarantees that the said project shall be completed for use as described herein notwithstanding any cost overruns incurred in the course of design, construction or project management.


**FIRST ADDENDUM TO THE
INTERLOCAL AGREEMENT BETWEEN
PORT OF LONGVIEW AND COWLITZ COUNTY**
Page 2

All other terms and conditions of the Interlocal Agreement dated July 12, 2011, shall otherwise remain the same.

COWLITZ COUNTY, WASHINGTON




Commissioner



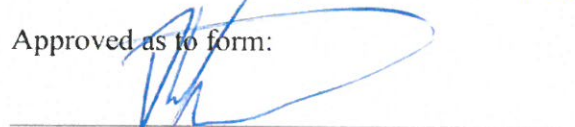
Commissioner

Attest:




Vickie M. Musgrove, Clerk of the Board 1-2-13

Approved as to form:



Douglas E. Jensen,
Chief Civil Deputy Prosecuting Attorney

PORT OF LONGVIEW



Geir-Eilif Kalhagen
Chief Executive Officer

Approved as to form:

Frank Randolph, Port Legal Counsel