

**INTER-LOCAL AGREEMENT FOR DEVELOPMENT AND MAINTENANCE
OF
WATER FRONT AND PARK FACILITIES**

THIS AGREEMENT, made and entered entered into this 20th day of September, 1989, by and between the CITY OF LONGVIEW, a municipal corporation of the State of Washington, hereinafter referred to as "Longview", PORT LONGVIEW, a municipal corporation of the State of Washington, hereinafter referred to as "Port", COWLITZ COUNTY, a municipal corporation of the State of Washington, hereinafter referred to as "Cowlitz", and the CITY OF KELSO, a municipal corporation of the State of Washington, hereinafter referred to as "Kelso",

WITNESSETH:

PURPOSE OF AGREEMENT:

Longview is the owner of a park and boat launching facility outside of the boundaries of Longview, along the Cowlitz River, known as "Gerhart Gardens"; said facility was originally developed by the Port, and has been maintained and further developed by Longview, for use of the citizens of Longview, Kelso, the County and others; by reason of the eruption of Mount St. Helens in 1980, the boat launching facilities at said site were severely damaged, and rendered useless for their intended purpose; the park facilities have fallen into disuse as a result; because of recent dredging of the Cowlitz River, it is now feasible to redevelop a new boat launching facility within Gerhart Gardens, at a different site from the original, and it is desirable to redevelop the park facilities for use in conjunction with but separate from such boat launching facilities; because said facilities are for the general use of all of the residents of the County and elsewhere, it has been agreed by the parties hereto that the cost of redevelopment of Gerhart Gardens should be shared by the parties to this Inter-Local Agreement, and that the ownership, maintenance and operation of said facilities should become the

responsibility of Longview in view of the fact that Longview is the owner of said facility.

NOW, THEREFORE, in consideration of the benefits to be derived by all of the residents of the County, and beyond, it is hereby promised and agreed as follows:

1. DURATION OF AGREEMENT:

- (a) This Agreement shall terminate as to the obligations of the Port, Cowlitz and Kelso upon the payment of the funds hereinafter provided for the redevelopment of said park and waterfront facilities.
- (b) This Agreement shall be ongoing as far as Longview is concerned with respect to its responsibility for construction and redevelopment of said park and waterfront facilities, and the maintenance and operation of said facilities.

2. NO ENTITY CREATED: There is no separate organization or administrative entity created or necessitated by this Agreement. The purpose of this Agreement is to recite the financial obligations of the parties hereto and their duties with respect to the operation and maintenance of said park and waterfront facilities, the latter of which will be borne by Longview.

3. PURPOSE OF AGREEMENT: The purpose of this Agreement is to provide for the redevelopment, maintenance and operation of park and waterfront facilities owned by Longview, and the contribution of funds thereto by the other parties to this Agreement.

4. MANNER OF FINANCING: The parties hereto hereby promise and agree to make the following financial contributions to Longview, which funds shall be used by Longview, together with any funds obtained from State grants or from FEMA, in the redevelopment of said park and waterfront facilities:

- (a) The Port shall contribute the sum of One Hundred Fifty Seven Thousand and no/100 Dollars (\$157,000.00), which funds shall be used by Longview solely for construction and improvement of the waterfront boat launch facilities;
- (b) Cowlitz shall contribute the sum of Eighty Thousand and no/100 Dollars (\$80,000.00);

- (c) Kelso shall contribute the sum of Twenty Two Thousand Five Hundred and no/100 Dollars (\$22,500.00);
- (d) Longview shall contribute the sum of Two Hundred Fifty Nine Thousand Five Hundred and no/100 Dollars (\$259,500.00);
- (e) It is anticipated that State grant funds will be available in the sum of Two Hundred Twenty Five Thousand and no/100 Dollars (\$225,000.00), and that FEMA funds will be available in the sum of Eighteen Thousand and no/100 Dollars (\$18,000.00).

Said funds total the sum of Seven Hundred Sixty Two Thousand and no/100 Dollars (\$762,000.00), and Longview shall administer said funds and be responsible for the construction and redevelopment of said park and waterfront facilities, and for all operation and maintenance thereof thereafter. A schedule for payment of the amounts set forth above shall be delivered to Longview on or before the 31st day of January, 1990, and complete payment shall be made on or before December 31, 1992.

5. MEANS TO ACCOMPLISH AGREEMENT: Longview shall be fully responsible for the construction and redevelopment of said park and waterfront facilities, in accordance with plans that have been prepared, and shall enter into such contracts as it shall deem advisable to effect such work. Longview shall remain as owner of said park and waterfront facilities, and shall be fully responsible for their operation, maintenance and future service.

6. ADMINISTRATION OF CONTRACT: The administration of the provisions of this Agreement, and the redevelopment and maintenance of said park and waterfront facilities shall be conducted by Longview.

7. OWNERSHIP OF FACILITIES: All property or improvements obtained or purchased as a result of this Agreement shall be owned by Longview, shall constitute a part of the park and waterfront facilities, and shall be maintained and operated by Longview for the benefit of all users thereof. If Longview determines that it is necessary or desirable to establish and charge a fee

for use of all or any portion of said facilities, advance notification will be made to the other parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 20th day of September, 1989.

CITY OF LONGVIEW

By

Ed R. Jorg

Title City Manager

ATTEST:

Sue Marsh
Deputy City Clerk

PORT LONGVIEW

By

Samuel M. ...
Title Gen. mgr.

ATTEST:

Kathy Oberg
Secretary Auditor

COWLITZ COUNTY

By

Van A. Youngquist
Commissioner

John L. ...
Commissioner

R.H. ...
Commissioner

ATTEST:

Hettie Henson
CLERK OF THE BOARD

DATE: 8-21-89

CITY OF KELSO

By

Richard D. Woods

Title MAYOR

ATTEST:

Shirley R. ...
City Clerk

August 15, 1989