

Resolution No. 2273

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED INTERLOCAL AGREEMENT WITH THE CITY OF KELSO, THE PORT OF LONGVIEW, AND COWLITZ COUNTY REGARDING THE SOUTHWEST WASHINGTON REGIONAL AIRPORT

WHEREAS, the Southwest Washington Regional Airport ("Airport") is located within Kelso in Cowlitz County, Washington; and

WHEREAS, the cities of Longview and Kelso, the Port of Longview, and Cowlitz County (the "parties") previously created an airport board for the joint operation of the airport. This agreement was terminated in 1997; and

WHEREAS, the parties subsequently entered into the Southwest Washington Regional Airport Interlocal Cooperation Agreement dated February 28, 2012 to participate jointly in the operation, repair, improvement and regulation of the Airport for the benefit of the region which was amended on February 8, 2017, and which expires on December 31, 2018 ("Interlocal Agreement"); and

WHEREAS, the continued operation of the Airport as a public airport is a benefit and service to the citizenry of the region and supports several public purposes for each of the parties, including economic development and public safety, as well as improves opportunities for growth and alternatives for transportation; and

WHEREAS, the parties wish to amend, replace and renew the Interlocal Agreement to become effective on January 1, 2019, on the terms and conditions set forth in this Agreement; and

WHEREAS, the continued operation of the Airport as a public airport is a benefit and service to the citizenry of the region and supports several public purposes for each of the parties, including economic development and public safety, as well as improves opportunities for growth and alternatives for transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:

Section 1. The City Manager is authorized to execute the Amended Southwest Washington Regional Airport Interlocal Agreement with the City of Kelso, the Port of Longview, and Cowlitz County, which is attached as Exhibit A, and forming a part of this Resolution.

PASSED by the City Council of Longview, Washington, and approved by its Mayor this 13th day of September, 2018.



Mayor

ATTEST:



City Clerk

**SOUTHWEST WASHINGTON REGIONAL AIRPORT INTERLOCAL
COOPERATION AGREEMENT (AMENDED FEBRUARY 8, 2017; AMENDED
September 2018)**

This agreement (AGREEMENT) is entered into between the City of Kelso ("Kelso"), a municipal corporation of the State of Washington; the City of Longview ("Longview"), a municipal corporation of the State of Washington; the Port of Longview ("Port"), a municipal corporation of the state of Washington; and Cowlitz County ("County"), a political subdivision of the state of Washington, all the above entities are each referred to as PARTY or jointly as the PARTIES. Additional governmental entities may be included in the AGREEMENT by addendum executed by all PARTIES existing at that time and the proposed additional PARTY.

NOW THEREFORE, The PARTIES agree as follows:

I. RECITALS

The Southwest Washington Regional Airport ("Airport") is located within Kelso in Cowlitz County, Washington.

Kelso is currently the sole sponsoring agency for purposes of existing federal grants with the FAA and it is expected that this role will continue.

The PARTIES previously created an airport board for the joint operation of the airport. This agreement was terminated in 1997.

The PARTIES subsequently entered into the Southwest Washington Regional Airport Interlocal Cooperation Agreement dated February 28, 2012 to participate jointly in the operation, repair, improvement and regulation of the Airport for the benefit of the region, which was amended on February 8, 2017, and which expires on December 31, 2018 ("Interlocal Agreement").

The PARTIES wish to amend, replace and renew the Interlocal Agreement to become effective on January 1, 2019, on the terms and conditions set forth in this Agreement.

The continued operation of the Airport as a public airport is a benefit and service to the citizenry of the region and supports several public purposes for each of the PARTIES, including economic development and public safety, as well as improves opportunities for growth and alternatives for transportation.

The PARTIES are authorized to enter into and carry out the AGREEMENT pursuant to the provisions of Chapter 39.34 of the Revised Code of Washington (RCW), and RCW 14.08.200.

II. OBJECTIVES

The objectives of this AGREEMENT are as follows:

1. To establish an Airport Board ("Board") to participate jointly in the funding and decision-making for the operation, repair, improvement and regulation of the Airport to assure the continued operation of the Airport for the benefit of all;
2. To make additional money available for operation, repair, and improvement of the Airport;
3. To define the rights and responsibilities, and risk allocation of the PARTIES in the operation, repair, improvement, and regulation of the Airport;
4. To maintain Kelso's ownership of the Airport and all existing and FAA funded facilities therein;
5. To maintain Kelso's rights and power and final decision making authority in all decisions as may be required of a sponsor by the FAA under the grant assurances included in Kelso's grant agreements.
6. To affirm the Parties' and the Board's intent to keep the Airport open and make it available for public use as an airport, to protect the Airport, and to ensure continued safe and efficient Airport operations and development.

III. CREATION OF AIRPORT BOARD

Except as provided elsewhere in this Agreement and subject to all grant obligations and assurances as set forth in Paragraph IV below all operation and management of the Airport shall be vested in a Board.

The Board shall consist of one (1) member of each PARTY to this Agreement. Each member shall have one vote. All matters will require only a majority vote of the Board unless otherwise provided by the Board's rules. The appointment, termination, or reappointment of any member shall be within the sole discretion and control of the appointing authority and each appointing authority may appoint an alternate to serve in the absence, incapacity, or unavailability of any Board member appointed to it.

IV. GRANT ASSURANCES AND KELSO RATIFICATION

A. Parties acknowledge and agree that Kelso is the sole sponsor for grants from the FAA and that such grants require Kelso to meet certain obligations and to make certain grant assurances that govern how the Airport is financed, operated, managed, and regulated.

B. Parties agree that this AGREEMENT is subordinate to the FAA grant assurances and obligations and that the Board shall abide by these assurances and obligations as it relates to the Airport.

C. Parties agree that the Board is subject to and its authority is limited by the grant assurances and obligations imposed upon Kelso by the FAA as set forth in Exhibits A and B, attached hereto and incorporated by reference and by such grant assurances as they may be from time to time amended or expanded by the sole determination of the FAA. The parties understand that such limitation is further clarified by FAA Order 5190.6B Airport Compliance Manual as now adopted or as hereafter amended by the FAA, including but not limited to Appendix G, Guide to Sponsorship, attached hereto as Exhibit C and incorporated by reference. A request by Kelso to amend or expand grant assurances with the FAA must first be authorized by a majority of the Board unless it is otherwise required that Kelso be the sole determining authority in a particular grant assurance.

D. Parties agree that where such grant obligations and assurances require that Kelso maintain the sole discretion and authority to make certain decisions as the sole sponsor, that such authority is vested solely with Kelso and that Kelso may act contrary to the direction of the Board in carrying out its role as sponsor. Kelso agrees that in the exercise of such authority that it will consider the advice and direction of the Board in reaching its decision and that where it acts contrary to the direction of the Board, it will provide an explanation in writing to the Board within ten (10) days of such contrary act stating its reasons for deviating from the Board's direction.

E. In reaching any decision required by Kelso by Kelso's grant obligations and assurances, the

PARTIES agree to the following steps:

1. The Board will consider the matter and make a decision that is subject to the ratification of Kelso before it is final.
2. The Board will bring the matter requiring ratification to Kelso.
3. The Kelso City Council or their duly authorized representative/s will consider the matter including the preliminary decision of the Board and reach a final decision. Such a decision may be to ratify, amend, or deny the decision. In the event Kelso does not ratify the Board's decision, it will provide reasons therefor in writing to the Board.
4. If time permits, the Board and Kelso will work to negotiate a resolution that is satisfactory to both parties.
5. The final decision of Kelso in these matters is binding on the Board. The Board shall act consistent with Kelso's final decision. If the Board does not act consistent with Kelso's decision, Kelso is authorized to take such action as may be necessarily consistent with its decision, including termination of the AGREEMENT pursuant to Section IX.

F. Kelso agrees that all other discretionary authority related to the operation, repair, improvement, and regulation of the Airport that is not required to be vested with Kelso by the FAA under the grant assurances is hereby delegated to the Board pursuant to RCW 14.08.200.

August 3, 2018

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V. OPERATION AND MANAGEMENT

A. Authorities and Duties

Subject to the terms and provisions of this AGREEMENT and all limitations and grant obligations and assurances as set forth in Section IV, including ratification by Kelso where required, the Board is hereby authorized and it shall be its duty to do and perform any and all acts and business reasonably necessary to carry on the operation of the Airport as a public airport, including all facilities and services common to similar airports and as have been heretofore provided at the Airport. Specifically, the authority and duties of the Board include but are not limited to the following:

1. Elect its own officers and make its own regulations, rules, and by-laws for the conduct of the business of the Board and of the Airport.
2. Employ and/or contract for an airport manager and such other employees as the Board may deem necessary and to fix all duties, salaries, wages, employee benefits, working terms, agreements, rules, and regulations.
3. To establish and enforce all reasonable rules and regulations not in conflict with law, any lawful regulation, or any grant obligations or assurances of the FAA governing users of the Airport and of any Airport improvements and facilities.
4. To negotiate, fix, determine, charge, and collect all rents, fees, and charges for the use of services provided at the Airport.
5. Execute contracts, leases, user agreements, licenses and other agreements as necessary to carry out the business of the Airport.
6. To conduct an annual review and amend as necessary the Airport Strategic Operating Plan adopted by the Airport Board on February 15, 2018 to the approval and satisfaction of the Airport Board by December 31st of each year.
7. As fiduciaries for the PARTIES to this AGREEMENT, to give any notice and to make any demand and bring any action at law or in equity to recover any claim, money, debt, obligation, and property due the Airport and to which it may be entitled, including the enforcement of any fine or penalty provided by law or any authorized regulation.
8. As fiduciaries for the PARTIES to this AGREEMENT, to defend any action at law or in equity arising from or connected with the operation of the Airport.
9. To acquire by gift, governmental grant, purchase, and trade or exchange real or tangible personal property for the Airport use including the acquisition by contract of buildings and building improvements and/or in the alternative to construct any of the same by the direct employment of labor, rental of equipment, and the purchase of materials, supplies, and equipment, subject to the limitations on real property acquisition set forth herein.

10. To improve any land used or owned by the Airport by ditching, filling, leveling, diking, fencing, gravelling, paving, grading and otherwise improving the same for airport purposes, said work and improvements may be done by contract or by the direct employments of labor, rental of equipment, and the purchase of materials, supplies, equipment and necessary permits.

11. To keep full and accurate financial records and accounts in such manner as required by law for municipal corporations, together with minutes of all Board meetings and such other records and accounts necessary to fully show all assets, liabilities, and business transactions. All such records shall be available at any reasonable time for inspection by any officer or agent of any of the PARTIES, by a representative of the FAA and/or Auditor for the State of Washington. Further, all records shall be kept in the manner and for the length of time required under the records retention laws of the State of Washington. Additionally, all PARTIES shall comply with and promptly assist in responding to any disclosure of public records in accordance with Chapter 42.56 RCW. In the event any records responsive to a public records request belong to any of the PARTIES, the Board must immediately inform the Party of the request and provide the Party with the opportunity for objecting to release of the records pursuant to the state statute. The Board may contract with one of the PARTIES for all or a portion of the duties in paragraph 11 herein. All meetings shall be held in compliance with the Open Public Meetings Act as found in Chapter 42.30 RCW.

12. To make any and all reports as required by law and regulation in the operation of the Airport.

13. To maintain in good order and repair all Airport property of useful value and to insure against loss by fire and storm damage airport personal property and building improvements (which may be subject to such damage) in the amount of the reasonable value thereof.

14. To carry public liability insurance in the manner set forth in Section VIII to adequately protect the Airport and the PARTIES to this AGREEMENT from damage claims and liability exposure.

15. Within the resources of the Airport under the control of the Board to borrow money, execute promissory notes, issue bonds, pledge airport assets and /or revenues, enter into government matching fund agreements, and execute security agreements.

16. To sell and trade or exchange any personal property of the Airport when the same is no longer reasonably usable by the Airport, is surplus to the needs of the Airport, or is being traded for other property of like kind. Any such transaction may be by a privately negotiated agreement or by the giving of public notice and call for bids.

17. To take reasonable action to improve and expand the Airport operations and services, including the attraction of airport oriented industry.

18. To establish and regularly use such claims procedure for the payment of Airport expenses, debts, obligations, and liabilities as will comply with the law and provide a reasonable means of auditing and approving the payment of claims.

19. To submit a proposed annual budget for the succeeding year to the PARTIES on or before August 1 of each year.

B. Limitations on Authority

1. None of the foregoing authorizations shall be interpreted as authorizing anything otherwise prohibited by local, state and/or federal law, or grant assurances with the federal government.

2. Real estate may be acquired only by approval of the governing bodies of each of the PARTIES to the AGREEMENT. No money may be borrowed for capital improvement without the approval of the governing bodies of each of the PARTIES, nor expended without authorization from a budget duly adopted or amended in accordance with the AGREEMENT.

3. No person, firm, association, corporation, or group shall be given the exclusive right to the use of the Airport. This restriction shall not apply to the lease of any Airport building or portion thereof.

4. The authority of the Board shall at all times be subject to the control and direction of the PARTIES hereto by a majority vote of the Board, including the amendment or modification of or termination of this AGREEMENT; provided however, that the AGREEMENT may be terminated by the PARTIES pursuant to section IX.

5. No compensation shall be paid to any Board member.

6. The Airport Board shall not discriminate in any matter prohibited by law, against any person, firm, corporation, association, or group in the use of the Airport and in the fixing of fees, rents, or any Airport charge and such fees, rents, and charges shall be uniform for all like uses or services.

7. No member of the Board shall be an Airport employee or enter into any contract with the Board or Airport for the purchase or sale of any property or for the performance of any construction contract.

8. No Airport property or money shall be loaned to anyone, provided that this provision shall not be construed to prevent the deposit of any money with any bank on interest or the purchase of any investment authorized by law for municipal corporations.

VI. FINANCES

A. Income. All income from rents, fees, charges, and any and all income from the Airport operations whatsoever shall be collected and received as money of the Airport

to be used exclusively for the operating expenses, repair and maintenance expenses, furniture, fixtures, machinery, equipment, improvements, and such other necessary Airport expenses.

B. Contributions. To provide additional money needed for management, operations, repairs, and improvements, in excess of the income generated by the Airport, each PARTY hereto shall appropriate and contribute to the Airport each year, by no later than January 31st, the fixed amounts as follows:

1. Kelso - \$76,000
2. Longview - \$76,000
3. Port - \$76,000
4. County- \$76,000

All unspent funds shall remain in the Airport Fund and shall be carried over from year to year, without credit against the amount owed by a PARTY for the next year. The PARTIES acknowledge that the contributions are subject to annual appropriation by the governing bodies.

C. FAA Regulations. The Board agrees that it shall manage the Airport revenue in accordance with FAA Policy and Procedures Concerning the Use of Airport Revenue, 64 Fed. Reg. 7696, dated February 16, 1999 (attached hereto as Exhibit D and incorporated by reference) and any subsequent amendments thereto.

D. Airport Accountant/Bookkeeper. The Board shall employ and/or contract for an accountant/bookkeeper, who may also be the manager of the Airport, who shall be directly responsible for the collection of all Airport income and the payment of all Airport expenses as well as the keeping of all Airport financial records and reports. In addition, the accounting records shall be reviewed not less than one (1) time per month by a separate accountant/bookkeeper for financial monitoring and provide a report to each Party in a form acceptable to the Board within ten (10) days of the review of the books.

E. Airport Treasurer. The treasurer of Kelso shall be the Airport treasurer and all money received shall be deposited with the treasurer to be expended upon warrants submitted by the Airport accountant/bookkeeper with approval of the Board.

F. Budget. The Board shall submit a proposed annual budget for the succeeding year to each of the PARTIES on or before August 1 of each year. The proposed budget should include among other things, detail of all anticipated receipts and expenditures for the coming calendar year and clearly show the proposed contribution of each of the PARTIES. The PARTIES shall review and approve or disapprove the proposed budget not later than October 1 each year. The budget of the Board shall become the Airport Budget for the calendar year specified upon receiving the approval by a majority of all of the PARTIES, meaning three of the four jurisdictions. If not so approved the budget shall be revised by the Board as to obtain the approval of a majority of all the PARTIES prior to January 1st of the year when the budget is

scheduled to go into effect. The budget shall be approved at the fund level, and the Board, or its designee, may authorize transfers between budget operating items so long as the total amount of expenditures does not exceed the total approved budget amount. Amendments to the annual budget must be approved by a majority of the PARTIES.

VII. PROPERTY OWNERSHIP

A. All funds, real property, buildings, fixtures, and personal property of the Airport currently owned by Kelso shall remain the property of Kelso.

B. Title to any additional real property or any buildings or fixtures acquired after the commencement of this AGREEMENT shall be held by and in the name of Kelso, but will be a joint asset of the PARTIES. Disposal of such property is not anticipated by the PARTIES; however, any such disposal of property shall require the written approval of the FAA. Any proceeds from any sale of such property shall be returned to the Airport and used for Airport maintenance and operations consistent with FAA Revenue Use Policy. In the event the Airport ceases to operate, any proceeds remaining from such property, and the personal property described in paragraph C below, acquired after the commencement of this Agreement, and after the full satisfaction of all Federal obligations, grant repayments to the FAA, and satisfaction of FAA's Revenue Use Policy, shall be distributed to the PARTIES in the same proportion as the financial contribution of the PARTIES for its acquisition.

C. Any personal property of the Airport, except buildings and fixtures described above, that are acquired by the Board after the commencement of this Agreement shall belong to the Board. Proceeds from any sale of such property shall be returned to the Airport and used for Airport maintenance and operations, consistent with FAA Revenue Use Policy.

D. An inventory of all personal property, including buildings of the airport, shall be made, kept, and maintained as a part of the permanent records of the Airport.

Kelso hereby agrees that it will furnish to the Airport the real estate known as the Southwest Washington Regional Airport at 2215 Parrott Way in Kelso Washington and legally described as set forth in Exhibits E and F, attached hereto and incorporated by this reference, owned by it for the uses and purposes herein agreed for the duration of this Agreement. The Parties also acknowledge and agree to the Airport boundaries and use map as set forth in Exhibit G (which is Exhibit A to the City of Kelso's ALP set) as delineating all Airport property owned or to be acquired, regardless of whether the federal government participated in the cost of acquiring any or all such land. The Parties agree that the property as set forth in Exhibit G cannot be disposed of or encumbered without FAA approval. Kelso and the Board are hereby authorized to negotiate any rental and or use agreement for the land as may be mutually beneficial. It is intended and expected that Kelso will continue during the duration of this Agreement to hold title to the land underlying the existing Airport and the Board will not acquire any title thereto.

VIII. INSURANCE AND INDEMNIFICATION

A. The Board shall defend, indemnify, and hold harmless the PARTIES and their officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of one of the PARTIES.

B. It is the intent of the PARTIES to provide services set forth in this AGREEMENT without the threat of being subject to liability to one another and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with the PARTIES' actions under this AGREEMENT that are brought against the jurisdictions. To this end, the PARTIES agree to equally share responsibility and liability for the negligent acts or omissions of their participating officers and employees when acting in furtherance of this AGREEMENT. In the event that an action is brought against any of the PARTIES, each jurisdiction shall be responsible for an equal share of any legal costs, award for, or settlement of claims of damages, fines, fees, or costs regardless of which jurisdiction, officer, or employee is ultimately responsible for the conduct. The PARTIES shall share equally regardless of the number of jurisdictions named in the lawsuit or claim or the number of officers from each jurisdiction named in the lawsuit or claim. Nothing herein, however, shall require or be interpreted to require indemnification or sharing in the payment of any judgment for intentionally wrongful conduct that is outside the scope of employment or authority of the Board or for any judgment or punitive damages against the individual or jurisdiction for such intentionally wrongful conduct.

C. The Board shall procure and maintain for the duration of this AGREEMENT, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work under this AGREEMENT by the Board, its agents, representatives, employees, or subcontractors. The Airport Board shall maintain the following insurance policies with the stated limits:

1. Airport General Liability policy covering any general liability for the airport in the amount of \$20 million per occurrence.
2. Errors and Omissions Liability policy in the amount of \$1 million.
3. Such other insurance policies as the Board deems necessary including
 - (a) any Employment Liability policy in the event that the Board has any direct employees,
 - (b) any Property Liability policy in the event the Board acquires any personal property, and
 - (c) any Automobile Liability policy in the event the Board acquires any automobiles.

D. Other Insurance Provisions

1. The Board's Automobile Liability and Errors and Omissions insurance policies are to contain, or be endorsed to contain provisions that they shall be primary insurance with respect to the Parties.

2. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

3. **Verification of Coverage.** The Board shall furnish the Parties with original certificates and a copy of any applicable amendatory endorsements evidencing the insurance requirements of the Board each calendar year

4. **Notice of Cancellation.** The Board shall provide the Parties with written notice of any policy cancellation, within two business days of their receipt of such notice.

IX. TERM, TERMINATION, AND WITHDRAWAL

A. **Term.** This extension of the AGREEMENT shall be for a Term of five (5) years, commencing January 1st, 2019 and ending December 31st, 2023, unless terminated as provided herein. Thereafter, the AGREEMENT shall automatically terminate unless the PARTIES unanimously agree by written amendment to renew the AGREEMENT for an additional term or terms.

B. **Termination by PARTIES.** This AGREEMENT may be terminated at any time upon the approval by a majority of the PARTIES. Upon the termination of this AGREEMENT, all real estate and airport personal property shall be distributed as defined in Section VII above. Any debt obligations of the Board acquired after the date of this AGREEMENT shall be resolved proportionally to the contributions of the PARTIES as outlined in Section VI above; provided, however, a PARTY who voted against a debt obligation after the date of this AGREEMENT shall have no liability or repayment obligation with respect to that debt obligation in the event the AGREEMENT is terminated. Any debt acquired by Kelso prior to this AGREEMENT shall remain the sole obligation of Kelso.

C. **Termination by KELSO.** Pursuant to Grant Assurance #5, Preservation of Rights and Powers, Kelso, as Sponsor, shall have the authority to terminate this AGREEMENT immediately, without a majority vote, in the event the Board or the PARTIES act contrary to the grant assurances and obligations and this termination is reasonably necessary to preserve the rights and powers required by Grant Assurance #5.

D. Notice of Withdrawal:

1. Any Party may withdraw from this AGREEMENT by giving six (6) months' written notice to the other PARTIES no later than June 30th of the year prior to the year of the effective date of the withdrawal.

2. In the event of the withdrawal of a PARTY, the withdrawing PARTY shall cease to be bound by the terms and conditions of this AGREEMENT after the effective date of the withdrawal; PROVIDED HOWEVER, that any and all multiyear debt incurred by the Airport or by Kelso which is approved while the PARTY was subject to this Agreement and which extends beyond the date of withdrawal shall remain the responsibility of the withdrawing PARTY and shall be due to the Board by January 31 of each year. Any PARTY who withdraws from this AGREEMENT is not entitled to any share of funds in the Airport Fund remaining at

the time of withdrawal or in any distribution of proceeds as provided in Section VII except as may be specifically identified in accordance with the contributions of the Party. If three PARTIES withdraw, any remaining funds in the Airport Fund will be transferred to the owner of the Airport for use at the Airport.

X. GENERAL PROVISIONS

A. This extension of the Agreement together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral.

B. No provisions of this Agreement may be amended, modified or added to except by written instrument properly signed by the PARTIES hereto.

C. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

D. Any failure by one Party to enforce strict performance of any provision of the Agreement will not constitute a waiver of that Party's right to subsequently enforce such provision or any other provision of the Agreement.

E. All notices and other communications required under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the Party to whom the communication is to be given, at its address as follows:

City of Kelso:

City Manager
203 South Pacific, Suite 216
P.O. Box 819
Kelso, Washington 98626

City of Longview:

City Manager
Executive Department
City of Longview
1525 Broadway
Longview, Washington 98632

Port of Longview:

Chief Executive Officer
Port of Longview
10 Port Way
P.O. Box 1258

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Longview, Washington 98632

Cowlitz County:

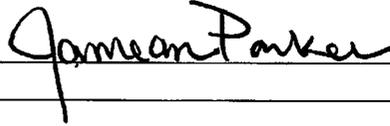
Board of Commissioners
Cowlitz County Administration Building, Room 305
207 North Fourth Avenue
Kelso, Washington 98626

F. In any lawsuit between the Parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.

G. The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

H. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

IN WITNESS WHEREOF, each of the PARTIES has executed this AGREEMENT by their duly authorized officials on the date and year indicated following his or her signature.

| | |
|--|---|
| <p>THE CITY OF KELSO, WASHINGTON</p> <p>By: <u></u> City Manager</p> <p>Date: <u>8/27/2018</u></p> <p>ATTEST: <u></u> Clerk</p> <p>APPROVED AS TO FORM: <u></u></p> | <p>THE CITY OF LONGVIEW, WASHINGTON</p> <p>By: _____ City Manager</p> <p>Date: _____</p> <p>ATTEST: <u></u> Clerk</p> <p>APPROVED AS TO FORM: _____</p> |
| | |
| | |

Longview, Washington 98632

Cowlitz County:

Board of Commissioners
Cowlitz County Administration Building, Room 305
207 North Fourth Avenue
Kelso, Washington 98626

F. In any lawsuit between the Parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.

G. The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

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IN WITNESS WHEREOF, each of the PARTIES has executed this AGREEMENT by their duly authorized officials on the date and year indicated following his or her signature.

| | |
|-------------------------------|--|
| THE CITY OF KELSO, WASHINGTON | THE CITY OF LONGVIEW, WASHINGTON |
| By: _____ City Manager | By: <u>Hunt Sachs</u> City Manager |
| Date: _____ | Date: <u>9/18/2018</u> |
| ATTEST: | ATTEST: |
| _____ Clerk | <u>Kylee Cody</u> Clerk |
| APPROVED AS TO FORM: | APPROVED AS TO FORM: |
| _____ | <u>James J. Amaro</u> City Attorney |
| | |
| | |

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PORT OF LONGVIEW, WASHINGTON

By: [Signature]
President

Date: 8-8-18

ATTEST:
[Signature]
Secretary

APPROVED AS TO FORM:
[Signature]
Port Attorney

COWLITZ COUNTY, WASHINGTON

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

Date: _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Chief Civil Deputy, Prosecuting Attorney

PORT OF LONGVIEW, WASHINGTON

By: _____
President

Date: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

Port Attorney

COWLITZ COUNTY, WASHINGTON

By: Joe Huber
Commissioner

By: Dennis J. Wilson
Commissioner

By: Arne Mortenson
Commissioner

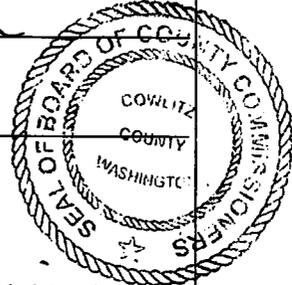
Date: 9-11-18

ATTEST:

Jenny Ostreim
Clerk of the Board

APPROVED AS TO FORM: ONLY
NOT REVIEWED FOR CONTENTS

Chief Civil Deputy, Prosecuting Attorney



STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me Stephen Taylor, CITY MANAGER, and Brian Butterfield FINANCE DIRECTOR/CITY CLERK, respectively for the CITY OF KELSO, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.



GIVEN under my hand and official seal this day of 27th day of August 2018

Traci R. Howard
NOTARY PUBLIC in and for the State
of Washington, residing at Kelso
My commission expires: April 19, 2019

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me _____, CITY MANAGER, and _____, CITY CLERK, respectively for the CITY OF LONGVIEW, A, MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this day of ____ day of _____.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me _____, CITY
MANAGER, and _____ FINANCE DIRECTOR/CITY CLERK,
respectively for the CITY OF KELSO, A MUNICIPAL CORPORATION OF THE STATE OF
WASHINGTON, the municipal corporation that executed the foregoing instrument and
acknowledged said instrument to be the free and voluntary act and deed of said municipal
corporation, for the uses and purposes therein mentioned, and on oath stated that they are
authorized to execute the said instrument, and that the seal affixed is the corporate seal of said
municipal corporation.

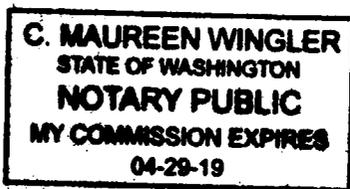
GIVEN under my hand and official seal this day of _____ day of _____.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me KURT SACHA, CITY MANAGER,
and KAYLEE CODY, CITY CLERK, respectively for the CITY OF LONGVIEW, A,
MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal
corporation that executed the foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of said municipal corporation, for the uses and purposes therein
mentioned, and on oath stated that they are authorized to execute the said instrument, and that the
seal affixed is the corporate seal of said municipal corporation.

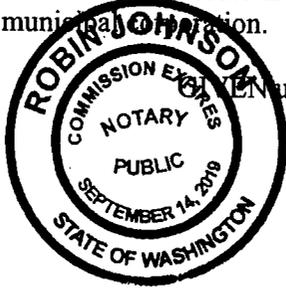
GIVEN under my hand and official seal this day of 18TH day of SEPT.



C. Maureen Winkler
NOTARY PUBLIC in and for the State
of Washington, residing at LONGVIEW, WA
My commission expires: APRIL 29, 2019

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me Jeff Wilson and Doug Averett for the PORT OF LONGVIEW, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.



GIVEN under my hand and official seal this day of 8 day of August 2018

Robin Johnson
NOTARY PUBLIC in and for the State
of Washington, residing at Longview
My commission expires: 9-14-19

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me _____, _____,
and, _____, COMMISSIONERS respectively for the COUNTY OF
COWLITZ, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, the political
subdivision that executed the foregoing instrument and acknowledged said instrument to be the
free and voluntary act and deed of said political subdivision, for the uses and purposes therein
mentioned, and on oath stated that they are authorized to execute the said instrument, and that the
seal affixed is the corporate seal of said political subdivision.

GIVEN under my hand and official seal this day of ____ day of _____.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires: _____

EXHIBITS

- A. Exhibit A. FAA Order 5190.6B, Airport Compliance Manual, Appendix A—Airport Sponsors Assurances
- B. Exhibit B. FAA Order 5100.38D, Airport Improvement Program (AIP) Handbook
- C. Exhibit C. FAA Order 5190.6B, Airport Compliance Manual, Appendix G
- D. Exhibit D. FAA Policy and Procedures Concerning the Use of Airport Revenue, 64 Fed. Reg. 7696, February 16, 1999
- E. Exhibit E. Statutory Warranty Deed for Airport Property, Auditor No: 941122009
- F. Exhibit F. Record of Survey for Airport Property, Auditor No: 3171562
- G. Exhibit G. Map of Airport, ALP drawing set for FAA, Exhibit A to ALP set as adopted in 2011 and as may be hereafter periodically amended and updated by the review and approval of the FAA.