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Pages: 101

Agreement KELSO CITY OF 152.00
Cowlitz County Washington**Return Address:**City of KelsoP.O. Box 819Kelso, WA 98626

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)**
(RCIP 65.04)

Please print or type information

Document Title(s) (or transactions contained therein):

1. Southwest Washington Regional Airport Interlocal
2. Cooperation Agreement
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page ____ of document.

Grantor(s) (Last name first, then first name and initials)

1. City of Kelso
2. City of Longview
3. Port of Longview
4. Cowlitz County

☐ Additional names on page ____ of document.**Grantee(s)** (Last name first, then first name and initials)

1. City of Kelso
2. City of Longview
3. Port of Longview
4. Cowlitz County

☐ Additional names on page ____ of document.**Legal Description** (abbreviated: i.e. lot, block, plat or section, township, range)☐ Additional legal ls on page ____ of document.**Assessor's Property Tax Parcel/Account Number**☐ Assessor Tax # not yet assigned.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

SOUTHWEST WASHINGTON REGIONAL AIRPORT INTERLOCAL COOPERATION AGREEMENT

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 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 wish to form an Airport Board to participate jointly in the operation, repair, improvement and regulation of the Airport for the benefit of the region.

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;

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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 is 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 and one (1) 'at large' member to be appointed by a majority vote of the other members. The term of the at-large member shall be set by the Board. Each member shall have one vote. Matters herein requiring a supermajority shall require a 2/3 vote of the jurisdictions or 3 of the 4 jurisdictions. All other matters will require only a majority vote of the Board unless otherwise provided by the Board's rules. The 'at large' member shall be in a managing/supervisory staff role for any of the entities a part of this Agreement or other designated employee if approved by each of the Parties. 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, B, and C 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 D and incorporated by reference. A request by Kelso to amend or expand grant assurances with the FAA must first be authorized by a super 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.

V. OPERATION AND MANAGEMENT

A. Authority 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; provided that any contractual obligation in excess of \$50,000 shall require prior approval by a supermajority of the Board.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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 10 herein. All meetings shall be held in compliance with the Open Public Meetings Act as found in Chapter 42.30 RCW.

11. To make any and all reports as required by law and regulation in the operation of the Airport.
12. 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.
13. To carry public liability insurance in the manner set forth in Section VII to adequately protect the Airport and the PARTIES to this AGREEMENT from damage claims and liability exposure.
14. 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.
15. 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.
16. To take reasonable action to improve and expand the Airport operations and services, including the attraction of airport oriented industry.
17. 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.
18. 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. No real estate shall be purchased or acquired by lease, nor shall any money be borrowed for capital improvement, without a super majority vote of the PARTIES, meaning three of the four jurisdictions.
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 super-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 Kelso 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.

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- B. Contributions: To provide additional money needed for management, operations, repairs, and improvements, each PARTY hereto shall appropriate and contribute to the Airport, each year, by no later than March 31, 2012 and January 31 of each subsequent year, a percentage of the approved budget for the Airport for that year as follows:

1. Kelso - 25%
2. Longview - 25%
3. Port - 25%
4. County - 25%

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 E 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 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 super-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 super-majority of all the PARTIES. All expenditures for the calendar year covered shall be restricted and limited to the budget items as so adopted and approved

excepting that transfers between budget operating items may be made by the Board. No transfer may be made from any item of repair or capital improvement. Other transfers, supplements, and amendments of the budget may be made at any time in any manner with the unanimous approval of all 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 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 F and G, 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 H (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 H 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 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 that they shall be primary insurance as respect the Parties.

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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 AGREEMENT shall be for a Term of five (5) years. Within the last year of the initial term, the Board shall review the AGREEMENT to assure compliance and to determine if there is a need for any amendments and submit the AGREEMENT, including any recommended changes, to each entity at least ninety (90) days prior to the expiration of the initial term of the Agreement.

B. Termination by PARTIES. This AGREEMENT may be terminated at any time only upon the approval by a super-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. 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 supermajority 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 nine (9) months' written notice to the other PARTIES.
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 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 except as follows:

1997 Rescission Agreement of Kelso, Longview, Port and County providing for Airport repayment of \$85,000 remaining on the Loan to Longview by 2015 (attached hereto as Exhibit I, Paragraph 4(a)). This loan was originally for \$230,000 from U.S. Bank and was incurred by the City of Longview on behalf of the Kelso/Longview Regional Airport Authority for the construction of T-Hangars. The loan bears an interest rate 4.25%-6.0%.

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, WA 98626

City of Longview:

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

Port of Longview:

Executive Director
Port of Longview
10 Port Way
P.O. Box 1258
Longview, WA 98632

Cowlitz County:

Board of Commissioners
Cowlitz County Administration Building, Room 305
207 North Fourth Avenue
Kelso, WA 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.

THE CITY OF KELSO, WASHINGTON

By 
City Manager

Date 2/21/2012

ATTEST:

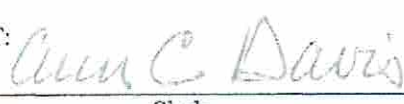

Clerk

THE CITY OF LONGVIEW, WASHINGTON

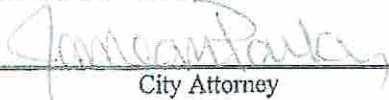
By 
City Manager

Date 2/28/12

ATTEST:


Clerk

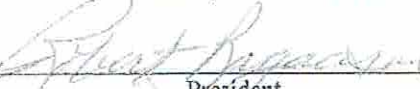
APPROVED AS TO FORM:


City Attorney

APPROVED AS TO FORM:


City Attorney

PORT OF LONGVIEW, WASHINGTON

By 
President

Date 02-24-12

ATTEST:


Secretary

COWLITZ COUNTY, WASHINGTON

By _____
Commissioner

By _____
Commissioner

By _____
Commissioner

Date _____

APPROVED AS TO FORM:


Port Attorney

APPROVED AS TO FORM:

Chief Civil Deputy Prosecuting Attorney

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

By _____
City Manager

Date _____

ATTEST:

Clerk

APPROVED AS TO FORM:

City Attorney

PORT OF LONGVIEW, WASHINGTON

By _____
President

Date _____

ATTEST:

Secretary

APPROVED AS TO FORM:

Port Attorney

THE CITY OF LONGVIEW, WASHINGTON

By _____
City Manager

Date _____

ATTEST:

Clerk

APPROVED AS TO FORM:

City Attorney

COWLITZ COUNTY, WASHINGTON

By George Raiter
George Raiter, Chair

By Michael A. Karnofski
Michael A. Karnofski, Commissioner

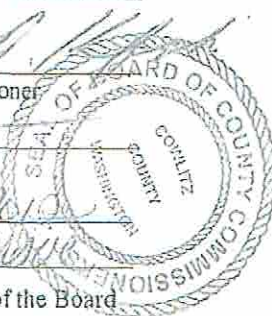
By James R. Misner
James R. Misner, Commissioner

Date February 21, 2012

Attest: Vickie M. Musgrove
Vickie M. Musgrove, Clerk of the Board

APPROVED AS TO FORM:

Thia Agenda Quick
Chief Civil Deputy Prosecuting Attorney

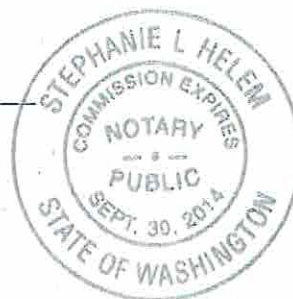


STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me Dennis Richards CITY MAGNAGER, 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 21st day of February, 2012

Stephanie L. Helem
NOTARY PUBLIC in and for the State
of Washington, residing at Kelso.
My commission expires: 9-30-2014.



STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me Robert J. Greasy CITY MANAGER, and Ann C. Davis, 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 28th day of Feb, 2012

Tamara Ames Larson
NOTARY PUBLIC in and for the State
of Washington, residing at Longview.
My commission expires: 11/30/15

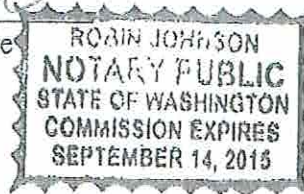


STATE OF WASHINGTON)
) ss.
County of Cowlitz)

On this day personally appeared before me ROBERT BAGGAASON and LOUIS E. JOHNSON, the President and Secretary, respectively, 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 24th day of February, 2012.

Robin Johnson
NOTARY PUBLIC in and for the State
of Washington, residing at Longview
My commission expires: 9/14/15



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 _____.

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 _____, 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 _____,

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 George Raifers, Michael Karnofski, and James Misner, 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 21st day of Feb, 2012

Stephanie R. Dunn, Stephanie R. Dunn
NOTARY PUBLIC in and for the State
of Washington, residing at Longview

My commission expires: 5-22-12



EXHIBITS

- A. Exhibit A. FAA Order 5190.6B, Airport Compliance Manual, Appendix A—Airport Sponsors Assurances
- B. Exhibit B. FAA Order 5100.38C, Appendix 7—Grant Special Conditions
- C. Exhibit C. FAA Order 5100.38C, Appendix 6. Grant Agreement
- D. Exhibit D. FAA Order 5190.6B, Airport Compliance Manual, Appendix G
- E. Exhibit E. FAA Policy and Procedures Concerning the Use of Airport Revenue, 64 Fed.. Reg. 7696, February 16, 1999
- F. Exhibit F. Statutory Warranty Deed for Airport Property, Auditor No: 941122009
- G. Exhibit G. Record of Survey for Airport Property, Auditor No: 3171562
- H. Exhibit H. Map of Airport, ALP drawing set for FAA, Exhibit A to ALP set
- I. Exhibit I. 1997 Rescission Agreement between City of Kelso, City of Longview, Port of Longview and Cowlitz County