

**AGREEMENT RE: LONGVIEW PUBLIC DEVELOPMENT AUTHORITY  
SURVEY COST SHARING**

**THIS AGREEMENT** (“Agreement”) between the City of Longview, a municipal corporation under the laws of the State of Washington (“Longview”), and the Longview Public Development Authority, (“PDA”), individually “Party” or together the “Parties”.

WITNESSETH:

WHEREAS, the City of Longview has created the Longview Public Development Authority for the purpose of economic development and focus on implementation of the Cowlitz County Event Center Master Plan; and

WHEREAS, the PDA has been reviewing the master plan recommendations and has concluded that development of a hotel is a vital step for the redevelopment of the Event Center property; and

WHEREAS, Cowlitz County (“County”) has indicated a willingness to transfer property adjacent to the Event Center to the City, in exchange for nearby property of the City, with the goal of using this property to facilitate hotel development at the Event Center; and

WHEREAS, necessary preconditions of the transfer of such property from the County to the City include a valuation of the properties, survey of the Event Center property and City of Longview permit review for any replatting of affected property; and

WHEREAS, the PDA board has researched the scope and budget for the valuation, survey, and plan review and have talked to professionals with expertise in these kind of studies; and

WHEREAS, the Parties wish to share in the costs of the valuation, survey, and permit review in order to facilitate transfer of the property for a hotel from the County, to the City and thereafter to the PDA to encourage economic development in Cowlitz County.

**NOW, THEREFORE, the Parties agree as follows:**

1. **PURPOSE**: The purpose of this Agreement is for the Parties to provide for the payment of the costs of survey and permit review of certain properties within or near the Cowlitz County Event Center.

2. **SCOPE**: This Agreement shall allow the following activities:

2.1. The City agrees to pay the cost of valuation, survey as well as any associated permitting associated with the transfer of the properties to be conveyed by the County to the City and by the City to the PDA in an amount not to exceed Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00). Payment by the City will be made within ninety (90) days of receipt of an invoice.

2.2 The PDA agrees to use the funds solely for the cost of valuation, survey and permit review of the properties to be transferred by the County to the City and by the City to the PDA. The PDA agrees to provide an accounting for the use of the funds within thirty (30) days of request for the accounting by the City, including any supporting documentation.

2.3 The PDA shall reimburse the City the full amount of any payment made by the City pursuant to section 2.1. Such payment shall be paid from the proceeds of the sale of property transferred to the PDA for development of a hotel at the Event Center.

3. **DURATION OF AGREEMENT - TERMINATION**: This Agreement shall commence on the date the last Party fully executes this Agreement and the Agreement is filed as provided below. Any Party may terminate this Agreement for any cause upon ninety (90) days advance written notification to the other Parties. Termination shall not alter the obligations of the each to make payment to the PDA of any studies contracted for up to the date of termination of the Agreement.

4. **COMPLIANCE WITH LEGAL REQUIREMENTS**: Each Party accepts responsibility for compliance with federal, state or local laws and regulations.

5. **FINANCING**: Funding for the provisions herein shall be as provided in the respective budgets of each Party to this Agreement.

6. **GENERAL PROVISIONS**:

**6.1 Governing Law.** The Agreement will be governed by the laws of the State of Washington and its choice of law rules. The Parties irrevocably consent to the exclusive personal jurisdiction and venue of the federal and state courts in Cowlitz County, Washington, or the applicable federal court for such County, with respect to any dispute arising out of or in connection with the Agreement, and agree not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.

**6.2 Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

**6.3 Non-waiver.** Any failure by the Parties to enforce strict performance of any provision of the Agreement will not constitute a waiver of the Parties' right to subsequently enforce such provision or any other provision of the Agreement.

**6.4 Notices.** 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 chief administrative officer of the other Parties.

**6.5 Legal Fees.** In any lawsuit between the Parties with respect to the matters covered by the Agreement, each Party will be responsible for its own attorney fees and costs.

**6.6 Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

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

**6.8 Modifications or Amendments.** 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. This Agreement may be amended, modified, or added to only by written instrument properly signed by the Parties hereto.

\_\_\_\_\_  
Date

**CITY OF LONGVIEW**

\_\_\_\_\_  
David Campbell, City Manager

Approved as to Form:

\_\_\_\_\_  
Longview City Attorney

**Longview Public Development  
Authority**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Attorney for PDA