

**AMENDMENT AND RENEWAL OF  
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.

NOW THEREFORE, The PARTIES agree as follows:

**I. RECITALS:**

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

The PARTIES entered into the Southwest Washington Regional Airport Interlocal Cooperation Agreement dated February 28, 2012, herein "ILA".

The PARTIES wish to amend and to renew said ILA on the terms and conditions set forth herein.

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 as hereby amended and renewed pursuant to the provisions of Chapter 39.34 of the Revised Code of Washington (RCW), and RCW 14.08.200.

**II. TERMS AND CONDITIONS OF  
THE AMENDMENT AND RENEWAL:**

NOW, THEREFORE it is agreed as follows:

I. Purpose. The purpose of this document is to state the agreement of the PARTIES to amend said ILA and to renew said ILA as herein provided.

II. Amendment. The provisions of Section IX, A. Term, are hereby amended by the deletion of the referenced text and the replacement of said text with the following:

A. Term. This extension of the AGREEMENT shall be for a Term of two (2) years and shall renew automatically for an additional two (2) year term, and thereafter shall renew automatically for an additional two (2) year term, 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. The Board shall review

the AGREEMENT a minimum of every two (2) years to assure compliance and to determine if there is a need for any amendments.

III. Renewal. Consistent with the Amendment set forth herein the ILA is hereby renewed and extended for an additional two-year Term, commencing on March 1, 2017, and ending on February 28, 2019. The PARTIES hereby acknowledge that the date of said ILA is February 28, 2012, the date the last party to the ILA signed it.

IV. Port Notice. The Port of Longview hereby withdraws, effective the date of its signature set forth below, its Notice of Withdrawal dated February 12, 2016 and receipted by the City of Kelso on February 17, 2016.

V. Existing ILA. The existing Southwest Washington Regional Airport Interlocal Cooperation Agreement, including each of the terms and conditions and attachments referenced therein, is hereby ratified and approved, except as herein amended and renewed.

### **III. GENERAL PROVISIONS**

A. This Amendment and Renewal of the ILA and the ILA 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 Loan to Longview by 2015 (attached hereto as Exhibit I, Paragraph 4(a)).

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 by the notary jurat of his or her signature.

CITY OF LONGVIEW, WASHINGTON

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

COWLITZ COUNTY, WASHINGTON

By: \_\_\_\_\_  
Dennis Weber, Commissioner

By: \_\_\_\_\_  
Mike Karnofski, Commissioner

By: \_\_\_\_\_  
Joe Gardner, Commissioner

PORT OF LONGVIEW, WASHINGTON

CITY OF KELSO, WASHINGTON

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

By: \_\_\_\_\_  
David Futcher, its Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
County of Cowlitz         )

On this day personally appeared before me \_\_\_\_\_, MAYOR, 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
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 \_\_\_\_\_, MAYOR, 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
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 DENNIS WEBER, MIKE KARNOFSKI and JOE GARDNER, 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

EXHIBIT

Copy of  
SOUTHWEST WASHINGTON REGIONAL  
AIRPORT INTERLOCAL COOPERATION AGREEMENT