INTERLOCAL AGREEMENT
REGARDING PROPOSAL
FOR DESIGN OF COURTHOUSE PLAZA

THIS AGREEMENT, by and between the COUNTY OF SKAMANIA, a legal subdivision of the State of Washington, hereinafter referred to as "COUNTY," and the CITY OF STEVENSON, a municipal corporation of the State of Washington, hereinafter referred to as "CITY,"

WITNESSETH:

WHEREAS, the Stevenson Business Association has presented an idea for constructing a public square and park facility (“Courthouse Plaza”) on property located within CITY, owned by COUNTY and commonly referred to as the Courthouse Lawn; and

WHEREAS, both the CITY and COUNTY agree that further exploration of the idea for the Courthouse Plaza, including a conceptual design, is necessary before funding can be sought and a final agreement for construction and maintenance can be negotiated; and

WHEREAS, the COUNTY endorses the idea of a Courthouse Plaza but is unable to fund the creation of a conceptual design for such a project; and

WHEREAS, the CITY has agreed to fund through Lodging Tax revenue a project proposed by the Stevenson Business Association to produce a conceptual design for the Courthouse Plaza; and

WHEREAS, the CITY and COUNTY believe that cooperating on this project is in the interests of the community; and

WHEREAS, this agreement is authorized by the provisions of RCW 39.34; and

NOW, THEREFORE, the CITY and COUNTY, having considered the matters set forth above, and for and in consideration of the mutual benefits to be derived by them, agree as follows:

A. COUNTY OBLIGATIONS

The COUNTY agrees that for the duration of this agreement (26 months), it will assist the CITY or any entity contracted by the CITY in gathering information necessary to create a conceptual design for a proposed Courthouse Plaza. Assistance shall include, but not be limited to allowing reasonable access to the proposed site, providing documentation of relevant tests or evaluations previously conducted on the proposed site and in possession of COUNTY, and providing information and/or documentation of the historical significance of any current features of the Courthouse Lawn including landscaping, foliage, trees, etc in possession of COUNTY or readily accessible to COUNTY.
The County also agrees that for the period of this agreement, the COUNTY will not solicit, negotiate, or consider other long term uses for the Courthouse Lawn property without approval of CITY. The COUNTY agrees to negotiate in good faith with CITY or other entities an agreement for funding, construction, and operation of the proposed Courthouse Plaza upon COUNTY approval of any conceptual design.

B. CITY OBLIGATIONS

The CITY agrees that it shall provide up to $30,000 in Lodging Tax funds to the Stevenson Business Association to contract with a professional design firm to create a conceptual design for a public square and park facility located on the COUNTY owned property commonly known as the Courthouse Lawn. The Stevenson Business Association shall present any conceptual design proposals for review by COUNTY.

C. INTERLOCAL AGREEMENT REPRESENTATIONS

This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following representations:

a. Duration. The term of this agreement is 26 months from the date it is signed.

b. Organization. No new entity will be created to administer this agreement.

c. Purpose. The purpose of this agreement is to help facilitate a future agreement for development of the Courthouse Lawn into a public square and park facility that mutually benefits the CITY and COUNTY.

d. Manner of Financing. The CITY agrees to finance this agreement through existing Lodging Tax revenue.

e. Termination of Agreement. The parties shall have the right to terminate this agreement by mutual agreement prior to the 26 month term.

f. Other. All terms are covered by this Agreement. No additional terms are contemplated.

g. Selection of Administrator. The Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.

h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.
IN WITNESS WHEREOF, the parties have executed this agreement as of the following date.

DATED: _________________________, 2014

CITY OF STEVENSON
A MUNICIPAL CORPORATION

___________________________________
Mayor

___________________________________
Date

___________________________________
City Clerk

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

___________________________________
Chairman

___________________________________
Commissioner

___________________________________
Commissioner

APPROVED AS TO FORM ONLY:

___________________________________
City Attorney

ATTEST:

___________________________________
Clerk of the Board

APPROVED AS TO FORM ONLY:

___________________________________
Skamania County Prosecuting Attorney