

**INTERLOCAL AGREEMENT BETWEEN THE PORT OF SKAMANIA COUNTY AND THE CITY OF STEVENSON, FOR PURCHASE OF PORT WATERFRONT PARK PROPERTY**

This agreement made and entered into this \_\_\_ day of August, 2017, between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and the **Port of Skamania County**, a municipal corporation, hereinafter referred to as “Port”.

Recitals

1. The City of Stevenson collects and maintains tourism funds for the promotion and development of tourist facilities in the City of Stevenson; and
2. The Port of Skamania County has identified property in a key location that the Parties agree will be a significant asset to the City for a public park and as an important and continued tourist draw to the City waterfront; and
3. The Port is in a position to acquire that property for a fair price and the property is in close proximity to other Port property on the Stevenson waterfront;
4. The City wishes to assist the Port to purchase the property, provided the Port continues to maintain the property as a public park; and
5. The City understands the Port’s economic development mission, and will provide for the Port to repurchase the property in the event it is needed for Port purposes, other than for a public park.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1) Performance. Port agrees to commit to purchase the real property located at 21 NE Cascade Avenue in Stevenson, WA 98648 and described as the “Waterfront Park Property”. City agrees to contribute the sum of \$200,000.00 toward the purchase price and closing costs, provided:
  - a) At closing, the Port records Covenant, Conditions and Restrictions in the form attached hereto as Exhibit “A”, providing that the property will be maintained as a public park in perpetuity unless and until the Port reimburses the City the sum of \$200,000.00. There shall be no interest accruing on the principal sum, since the Port’s agreement to maintain the park and the public benefit of the park are in lieu of any interest charges.
  - b) Port agrees to perform all necessary maintenance on the subject property as a public park commensurate with the Port’s other park properties, such as Teo Park and Bob’s Beach.
- 2) Payment.
  - a. The City will pay at closing the sum of \$200,000.00 for the purchase of the Park Property.
  - b. Port shall pay to construct park facilities at its own cost as funding permits.
- 3) Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party

identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.

- 4) Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination, however termination may not be possible where the remedy of specific performance is applicable. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
- 5) Financial Records. Port and City shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
- 6) Status of "Port". It is hereby understood, agreed and declared that Port is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
- 7) Insurance and Liability. Port shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.  
  
Port further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by Port employees, agents, contractors, subcontractors or other representatives.
- 8) Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
- 9) Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
- 10) Equal Opportunity and Compliance With Laws. Port shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Port shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
- 11) Governing Law and Venue. The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the

Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.

- 12) Legal Representation. The Port and City understand and acknowledge the drafter of this agreement, Kenneth B. Woodrich of Kenneth B Woodrich PC, represents both parties and is acting as a scrivener in this transaction. He has not participated in the negotiation of this contract, and the parties understand that in the event of a dispute arising hereunder, Mr. Woodrich will be unable to represent either party. Both parties have been advised to seek independent legal advice concerning the parties' rights and responsibilities herein.
- 13) Costs and Attorney Fees. If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.
- 14) Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and Port have legal authority to enter into this agreement on behalf of City and Port respectively and have full authority to bind City and Port in a valid Agreement on the terms herein.
- 15) Interlocal Cooperation Act Statement. This is an interlocal agreement pursuant to RCW Ch. 39.34 and the parties make the following RCW 39.34.030 representations:
  - a. Duration. The term of this agreement shall be from the date first above recorded and until this matter closes or fails to sell. The party's promises and any covenants arising from this agreement shall survive closing.
  - b. Organization. No new entity will be created to administer this agreement.
  - c. Purpose. The purpose is to enable the Port to design and install waterfront wayfinding signage.
  - d. Manner of Financing. The City intends to finance this agreement through its hotel/motel fund and the Port shall make general fund appropriations as set forth in their annual budgets.
  - e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in Section 4, above.
  - 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 hereto have executed this agreement as of the day and year first above written.

CITY OF STEVENSON

PORT OF SKAMANIA COUNTY

\_\_\_\_\_  
Frank Cox, Mayor

  
\_\_\_\_\_  
Pat Albaugh, its Executive Director

ATTEST

\_\_\_\_\_  
, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B. Woodrich, PC  
City and Port Attorney

Note: By signing above, the parties understand the attorney represents both the City and the Port, and agree to his acting as scrivener in this matter, and consent to him acting for both parties.