

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between Cowlitz County, Washington, a political subdivision of the State of Washington, acting by and through its Board of Commissioners, (the “County”) and the City of Kelso a municipal corporation organized under the laws of the State of Washington, and wholly situated in Cowlitz County, Washington, (the “City”), on the date shown below.

RECITALS

1. County is eligible for and receives sales and use taxes for rural counties authorized in RCW 82.14.370 and imposed in Cowlitz County Code Chapter 3.21, as amended. Such tax is authorized for the purpose of financing public facilities serving economic development purposes in rural areas. County has agreed to pay over to the City a portion of the proceeds of said tax revenues to assist the City for the costs of Tam O’Shanter Park Parking and Stormwater Drain Improvement. Said improvements are more particularly described in the Project Information Sheet for Rural County Public Facility Funds, submitted by the City, dated February 24, 2021. The contribution to the City from County tax proceeds for this project will be in the total amount of \$500,000, to be paid \$250,000 in 2021 and \$250,000 in 2022.

This project is listed in the City of Kelso’s Six Year Capital Improvement Program, Kelso Park and Recreation Plan and Tam O’Shanter Master Plan.

2. The City has the appropriate statutory authority pursuant to RCW Title 35A.11, and is ready, willing, and able to complete the project described herein, and the parties are entering into this Agreement to carry out such purpose.

3. Entry into this Agreement is authorized under Chapter 39.34 of the Revised Code of Washington, the Interlocal Cooperation Act.

AGREEMENT

For and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Effective Date/Duration:** This Agreement shall be effective upon execution by both parties.
2. **Purpose:** The purpose of this Agreement is to allow the County to provide partial funding assistance to the City for the costs of economic development for Tam O’Shanter Park Parking and Stormwater Drain Improvements. Said improvements are more particularly described in the Project Information Sheet for Rural County Public Facility Funds, submitted to the County by the City, dated February 24, 2021 (the “project”).
3. **Planning Design/Implementation:** The City agrees to complete that portion of the project that can be built with the \$500,000 grant, no later than December 31, 2022. The County shall have no responsibility for the design or management of said project. The City shall have the sole authority to determine its design and enter into contracts with consultants and contractors in the manner allowed by law.
4. **Financing:** Pursuant to this Agreement, County shall pay to the City the total sum of \$500,000 with \$250,000 on or before September 30, 2021 and \$250,000 on or before March 31, 2022. Such funds shall be invested by the City until needed for project costs. All funds distributed to the City pursuant to this agreement, including interest accruing on the investment of such funds, shall be restricted solely for payment of costs incurred in connection with the project.
5. **Budget:** The total estimated cost for the entire project described in the Project Information Sheet is

\$925,000. The portion of the project funded with the \$500,000 grant is anticipated to be completed no later than December 31, 2022. The City has developed a budget for said project, will maintain the budget, and will account for all expenditures made for the project. In consideration of the above described transfer of funds, the City hereby warrants and guarantees that the said project shall be completed as described herein notwithstanding any cost overruns incurred in the course of the project.

6. Repayment Guarantees: In the event that tax proceeds have been disbursed to the City and the project does not proceed or is not completed as anticipated, the City hereby guarantees that it will refund to the County all such proceeds disbursed to it, together with accrued interest at the same rate as if the funds had been invested with the Washington State Local Government Investment Pool, provided that the City may deduct such amounts as it shall have applied to the project through the date on which a decision is made not to proceed with or to abandon the project.

7. Termination: Neither the County nor the City may terminate this Agreement until the project is complete and payment for said project is fully satisfied.

8. Indemnification: The City shall be solely responsible for management of the project. In further consideration of the above described transfer of tax proceeds, the City shall defend, indemnify and hold harmless the County from and against all claims, whether sounding in contract or in tort, arising out of or in any way related to the project. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.

9. Duty to Submit Agreement to Jurisdictional State Officer or Agency: The requirements of R.C.W. 39.34.050 do not apply to this Agreement as no State Officer or Agency has control over the subject matter of this Agreement.

Dated December 14, 2021


BOARD OF COMMISSIONERS OF
COWLITZ COUNTY, WASHINGTON


John Jabusch, Commissioner


Dennis P. Weber, Chairman


Arne Mortensen, Commissioner

Attest:

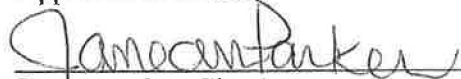

Tiffany Ostrem, Clerk of the Board




CITY OF KELS0


Andrew Hamilton, City Manager

Approved as to Form


Janean Parker, City Attorney

Attest:


Brian Butterfield, City Clerk