

APPENDIX C - INTERLOCAL AGREEMENT FOR USE OF DITCH BANKS

6-3-93

FILE COPY

INTERLOCAL AGREEMENT
FOR RECREATIONAL USE OF "DITCH BANKS"

THIS INTERLOCAL AGREEMENT is made and entered into this 29th day of June, 1993, by and between the CITY OF LONGVIEW, a municipal corporation of the State of Washington, hereinafter referred to as "City", and CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 1 OF COWLITZ COUNTY, WASHINGTON, hereinafter referred to as "CDID No. 1", which is a special district organized and existing under the provisions of RCW Title 85;

WITNESSETH:

WHEREAS, the City provides parks and recreational activities to its citizens, and said City desires to expand and enlarge such facilities to provide areas for walking, running, bicycling and similar activities on publicly owned property; and

WHEREAS, CDID No. 1 owns and maintains a series of drainage ditches, and dikes along said drainage ditches, and along the Westèrly side of the Cowlitz River, much of which is situated within the boundaries of the City; and

WHEREAS, the City has requested the privilege of developing, using and maintaining certain portions of the banks and dikes lying alongside such drainage ditches for the purpose of providing trails and paths for recreational walking, jogging, running, bicycling and related activities; and

WHEREAS, CDID No. 1 is desirous and willing of granting such permission to the City upon the terms and conditions hereinafter set forth;

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NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. CDID No. 1 hereby grants to the City permission to construct, operate, supervise, control and maintain trails and paths along the Westerly bank and dike of CDID No. 1 Ditch No. 6, West, between 30th Avenue and 38th Avenue. The permission herein granted shall be for an indefinite term, and subject to cancellation by the District upon sixty (60) days or more written notice given to the City. It is the intent of the parties to enter into this Agreement and provide for such trails and paths on an "experimental" basis so that neither party is committed to a long term or extended arrangement regarding use of CDID No. 1 property by the City for recreational purposes unless experience in the development, maintenance and use thereof is determined to be in the best interests of the citizens and can be used with safety at a minimal cost.

This Agreement shall be reviewed by the City and by CDID No. 1 each two years during the existence hereof for the purpose of examining the level of cooperation between the parties hereto and making whatever changes should then be deemed to be appropriate, and to investigate the level of usage of such trails and paths in order to be assured that the continuation of this Agreement is reasonable.

2. All costs and expenses incident to the permission herein granted except as expressly provided herein, shall be borne and paid by the City of Longview.

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3. The express terms and conditions of the permission herein granted are as follows:

- (a) All plans and specifications for any improvements to develop such trails and paths are to be submitted to and approved by CDID No. 1 prior to construction.
- (b) The City shall create such regulations as may be necessary or desirable to prohibit the use of such trails or paths by motor vehicles (other than City or CDID No. 1 vehicles).
- (c) CDID No. 1 may install appropriate gates to permit the entrance and exit of pedestrians, bicycles and wheelchairs, and to allow authorized motor vehicles for the purpose of inspection and cleaning as well as supervision of said Ditch No. 6 and the trails and paths. Said gates may be designed to limit access in order to prevent more vehicles from entering such trails or paths, except for service vehicles of CDID No. 1, emergency vehicles and service vehicles of the City.
- (d) CDID No. 1 shall maintain such trails and paths in a manner that enables the use thereof by vehicles of CDID No. 1, the City of Longview and emergency services, and in the event that said trails or paths should become damaged, CDID No. 1 shall take all reasonable steps to restore the same to a reasonable condition for use by motor vehicles, pedestrians and bicycles. Upon discovery of damaged surfaces, and until repairs can be undertaken, CDID No. 1 shall take reasonable steps to notify the Parks & Recreation Department of the City of Longview of any damaged condition so that said Parks & Recreation Department can notify pedestrians, bicyclists and others of any dangerous condition.
- (e) The City shall develop and install appropriate signs to inform the public of the uses permitted, to prevent access by unauthorized motor vehicles and to caution users against unlawful deposit of garbage, trash or litter.
- (f) The City shall maintain such trails and paths in a manner that does not interfere with CDID No. 1's ability to inspect, maintain, clean or otherwise operate and control its drainage facilities, including mowing, dredging and weed removal.

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- (g) The City shall place and maintain such garbage containers as may be reasonably necessary to accommodate trash, garbage and litter.
- (h) The City shall indemnify and hold CDID No.1 free and harmless from any and all claims by third parties for property damage or from personal injury or death caused by the exercise of the permission herein granted to the City and caused by the negligence or omissions of the City, its agents and employees.

4. No separate legal or administrative entity is intended to be created by this Agreement. The administration of the terms of this Agreement shall be jointly and cooperatively undertaken by the parties hereto.

5. No separate or joint budget is created by this Agreement, and this Agreement does not contemplate departures of any property except for such materials as may be acquired by the City for the construction, development and maintenance of such trails or paths.

6. This Agreement may be made applicable to other property owned by CDID No. 1 and sought to be used by the City of Longview for the purposes described in this Agreement. In the event of the addition of such other property, the parties hereto may make the provisions of this Agreement applicable to such other property by the execution of a supplement to this Interlocal Agreement, describing the property to which this Agreement shall have application, and stating that the terms hereof shall be applicable to such additional property. Each such additional property location agreement shall be executed by the parties hereto and a copy thereof attached to this Interlocal Agreement.

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IN WITNESS WHEREOF, this Agreement is hereby executed by the parties hereto on the date appearing opposite their signatures, below.

Date: JUNE 29, 1993.

CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 1 OF COWLITZ COUNTY, WA
By

[Signature]
R. A. Green
[Signature]
Merritt Ketcham
[Signature]
Sherry Bean
Supervisors

APPROVED AS TO FORM:

[Signature]
Attorney for CID No. 1

Date: _____, 1993.

THE CITY OF LONGVIEW

By [Signature]
EDWIN R. IVEY, City Manager

ATTEST: [Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

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**SUPPLEMENT TO INTERLOCAL AGREEMENT
FOR RECREATIONAL USE OF "DITCH BANKS"**

This is a supplement to the interlocal agreement entered into on June 29, 1993 between the City of Longview and Consolidated Diking Improvement District No. 1 of Cowlitz County. (CDID No. 1) As provided in Section 6 of said Agreement, in the event of the addition of other property owned by CDID No. 1 and sought to be used by the City of Longview, the execution of a supplement to the Agreement signed by both parties will suffice as a modification of said Agreement.

Therefore, the City of Longview and CDID No. 1 hereby agree that all of the applicable terms and conditions of the INTERLOCAL AGREEMENT FOR RECREATIONAL USE OF "DITCH BANK" dated June 29, 1993 shall apply to the use of Ditch No. 15 located in the Village at Mt. Solo Subdivision.

In Witness Whereof, this Supplement is hereby executed by the parties hereto on the date appearing opposite their signatures, below.

Date: 9/14, 2004.

CONSOLIDATED DIKING IMPROVEMENT
DISTRICT NO.1 OF COWLITZ COUNTY, WA
By:

Sherry Bean
Chairperson

APPROVED TO FORM:

[Signature]
Attorney for CDID No. 1

Date: 9/9, 2004.

CITY OF LONGVIEW
By:

Edwin A. Ivey
EDWIN IVEY, City Manager

ATTEST:

Ann C Davis
Dep. City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney