

**PORT OF KENNEWICK**

**Resolution No. 2012-05**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE PORT OF KENNEWICK APPROVING THE INTERLOCAL AGREEMENT WITH  
WEST RICHLAND FOR CONSTRUCTION / PROJECT MANAGEMENT ASSISTANCE**

**WHEREAS**, the Interlocal Agreement, as presented, is in a form that staff recommends for adoption by the Port Commission; and

**WHEREAS**, the Port Commission finds that the Interlocal Agreement will formalize a commitment to completing several projects in West Richland, Washington; and

**WHEREAS**, the Port Commission finds that approval of the Interlocal Agreement will enhance the economic development and quality of life in the community and Port-owned properties in and adjacent to West Richland; and

**WHEREAS**, the Port Commission finds the approval of the Interlocal agreement is in the best interest of the public.

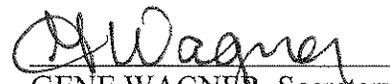
**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Board of Commissioners of the Port of Kennewick approves the Construction / Project Management Assistance Interlocal Agreement as attached, and further authorizes the Port's Executive Director to take all action necessary to implement the agreement.

**ADOPTED** by the Board of Commissioners of the Port of Kennewick on the 28th day of February 2012.

**PORT OF KENNEWICK  
BOARD OF COMMISSIONERS**

By:   
SKIP NOVAKOVICH, President

By:   
DAVID HANSON, Vice President

By:   
GENE WAGNER, Secretary

**INTERLOCAL COOPERATIVE AGREEMENT**  
*between*  
**THE CITY OF WEST RICHLAND AND THE PORT OF KENNEWICK, WASHINGTON,**  
*for*  
**Construction / Project Management Assistance**

**THIS INTERLOCAL COOPERATIVE AGREEMENT** is entered into this 28 day of February, 2012 between the City of West Richland, Washington, a Washington Municipal Corporation and the Port of Kennewick, Washington, referred to as the "Jurisdictions".

**WHEREAS**, the Jurisdictions are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Jurisdictions, and;

**WHEREAS**, the Jurisdictions have determined that there are several projects that would mutually benefit both the Port of Kennewick and the City of West Richland that will provide significant safety improvements and enhanced aesthetic appeal, and is in the best interest of the Jurisdictions and the public and;

**WHEREAS**, said projects will improve vehicular access, improve wine industry development, industrial waste treatment and tourism, improve and enhance the appeal of the City to attract economic development within the Port District which serves Port-owned land held for sale and/or lease in the Red Mountain Center and other parts of the city improving access and/or infrastructure leading to Red Mountain Center and Port-owned property adjacent to City of West Richland;

**WHEREAS**, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:

**Section 1. Purpose.** The purpose of this Agreement is to formalize a commitment to completing several projects in West Richland, Washington (the

Projects), which would enhance the economic development and quality of life in the community and Port-owned properties in and adjacent to West Richland

**Section 2. Administration.** This Agreement shall be administered by the West Richland Economic Development Director. Such person shall be responsible for:

- (a) Establishing policies for implementing this Agreement;
- (b) Providing periodic progress reports;
- (c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.
- (d) Follow proper Port bid law policies and procedures when awarding the bid for project management assistance.

**Section 3. Funding.** The Port of Kennewick commits to providing project funding as follows:

**Construction / Project Management Assistance      \$50,000**

Such Port of Kennewick funding shall be used for construction / project management assistance, contracted support, and other expenses associated with facilitating 2012 projects in the City of West Richland.

**Section 4.** The City of West Richland commits to matching support including assignment of city staff to Port/City special projects where Port funds are invested within the City; planning and administration of Van Giesen redevelopment; construction & façade programs; project administration; and coordination, engineering support, marketing communications, and regular reporting of Port / City partnership projects.

**Section 5. Modification.** This Agreement may be modified by written consent of both parties.

**Section 6. Term of Agreement and Termination.**

- (a) The Term of this Agreement shall be from date of signature to completion of projects, and/or shall terminate on 12/31/2012.

**Section 7. Inspection of Records.** The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement and for three years after its termination.

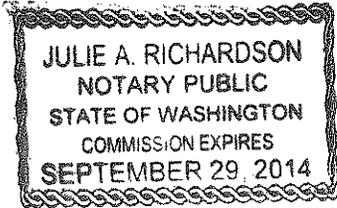
**Section 8. No Separate Legal Entity.** It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the acquiring, holding or disposing of real or personal property anticipated.



instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 22 day of February, 2012

Julie A. Richardson  
Signature of Notary



Print or stamp name of Notary  
Notary Public for the State of  
Washington, residing at  
West Richland  
My appointment expires 9.29.2014

