

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF WEST RICHLAND AND THE PORT OF KENNEWICK, WASHINGTON,
for
WINERY EFFLUENT TREATMENT FACILITY PROJECT

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this ^{14th} day of May, 2013 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 recognized the need for a cost effective solution(s) for treating winery effluent that would mutually benefit both the Port of Kennewick and the City of West Richland, provide Jurisdictions with a competitive advantage, and is in the best interest of the Jurisdictions and the public and;

WHEREAS, said solution(s) will improve industrial process water treatment, 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, Tri City Raceway, and other parts of the city improving access and/or infrastructure adjacent to Red Mountain Center, Tri City Raceway, 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 complete the Winery Effluent Treatment Project, 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 Public Works Director. Said 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, and

(d) Following proper Port policies and procedures for consultant selection and Port bid law policies and procedures when awarding the bid for a project.

Section 3. Funding. The Port of Kennewick and the City of West Richland commit to splitting project costs as follows:

**Winery Effluent Treatment Facility Study – not to exceed \$19,000
50/50 split not to exceed \$9,500 from either Jurisdiction**

Funding shall be used for costs associated with consultant services to study and provide a report outlining recommended options for treating winery effluent. Study will include but not limited to a focus on efficiency, upfront capital costs, annual operating costs, and other items needed to determine a cost effective solution(s). The consultant shall also arrange for Port and City staff to tour various installations treating winery effluent. Each Jurisdiction's staff travel expenses associated with said tour shall be in addition to the \$9,500 and be borne separately by each Jurisdiction.

Section 4 Land Commitment. The Port of Kennewick is committed to negotiating land use and a partnership arrangement with the City of West Richland for use of Port land from the Port-owned land located at the former Tri-City Raceway along with the necessary access and utility easements for the construction of a Winery Effluent Treatment Facility. The details shall be finalized in a future inter-local agreement once mutually agreed upon terms and conditions have been identified (i.e. location, size, partnership arrangement, etc.).

Section 5. Modification. This Agreement may only 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 project or 12/31/2014, whichever occurs first.

Section 7. Inspection of Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by either 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.

Section 9. Severability. In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not effect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

Section 10. Signed in Counterparts. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year written below.

CITY OF WEST RICHLAND



Donna Noski, Mayor

Date: 5/22 2013

ATTEST:



Julie Richardson
City Clerk

APPROVED AS TO FORM:



Bronson Brown, City Attorney

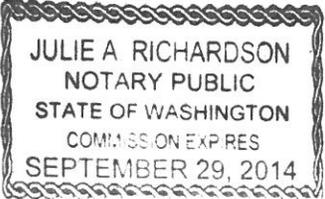
Date: 5-21-13 2013

STATE OF WASHINGTON)
)
COUNTY OF BENTON)

ss.

I certify that I know or have satisfactory evidence that Donna Noski is the person who appeared before me, and said person acknowledged that he signed this 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 May, 2013



Julie A. Richardson
Signature of Notary

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

