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: [Signature]
SKIP NOVAKOVICH, President

By: [Signature]
DAVID HANSON, Vice President

By: [Signature]
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 28th 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.
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.

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

CITY OF WEST RICHLAND

[Signature]
Donna Noski, Mayor

Date: 2/22/2012

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
Bronson Brown, City Attorney

Date: 2/21/12

STATE OF WASHINGTON  )
COUNTY OF BENTON  )

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 __27__ day of __February__, 2012.

[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__
PORT OF KENNEWICK

Tim Arntzen, Executive Director

Date: February 28, 2012

STATE OF WASHINGTON
COUNTY OF BENTON

I certify that I know or have satisfactory evidence that Tim Arntzen 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 28th day of February, 2012.

Signature of Notary

Print or stamp name of Notary
Notary Public for the State of Washington, residing at
Kennewick WA
My appointment expires 6/1/2014