PORT OF KENNEWICK

Resolution No. 2012-07

A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK APPROVING THE INTERLOCAL AGREEMENT
WITH WEST RICHLAND FOR VAN GIESEN REDEVELOPMENT / YAKIMA GATEWAY
PARTNERSHIP PROJECTS

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 provide funding for the Van Giesen Redevelopment / Yakima Gateway Partnership Projects for master planning, façade improvements, public benefit incentives, signage, recruitment programs, economic development marketing and other costs associated with Van Giesen Redevelopment / Yakima Gateway; 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 Van Giesen Redevelopment / Yakima Gateway Partnership Projects 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

Van Giesen Redevelopment / Yakima Gateway Partnership Projects

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. 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.

(d) Follow proper Port bid law policies and procedures when awarding the bid for project.

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

**Van Giesen Redevelopment / Yakima Gateway Projects $100,000**
Such Port of Kennewick funding shall be used for:

- Master Planning;
- Façade Improvement/Public benefit Incentives;
- Signage and way-finding;
- Recruitment Programs / Marketing for Economic Development
- Legal, technical, contract services, matching grant research, transportation and other costs associated with Van Giesen Redevelopment / Yakima Gateway

**Section 4.** The City of West Richland has recently invested/will invest the following in this project:

- $1 Million estimated infrastructure improvements at the Yakima Gateway to extend/modernize utilities, roadway, safety and access improvements;
- $50,000 in “matching” 2012 external grant funding for implementing Yakima Gateway Projects, further leveraging Port/City investments;
- $254,000 funds committed for Yakima Gateway construction and riverfront enhancements;
- Staff and consultant support for coordination of projects, Ad Hoc Port/City and community meetings, public-involvement, inter-agency communications, and identifying, leveraging additional potential grant funding;
- $30,000 Shoreline Plan Update.
- $50,000 Park Plan Update including review of riverfront and Van Giesen park/public amenities and properties.

**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: 2222012

ATTEST: Approved As To Form

[Signature]
City Clerk Attorney

APPROVED AS TO FORM:

Port of Kennewick ~ City of West Richland 3
2012 Interlocal VAN GIESEN REDEVELOPMENT YAKIMA GATEWAY PARTNERSHIP PROJECTS. $100,000
Bronson Brown, City Attorney

Date: ______________________ 2012

STATE OF WASHINGTON  )
    ) ss.
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: 2/28, 2012

STATE OF WASHINGTON )
COUNTY OF BENTON ) ss.

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.

Bridgette A. Scott
Signature of Notary

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