

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

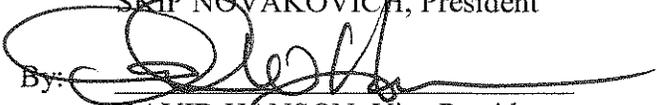
WHEREAS, the Port Commission finds the approval of the Interlocal agreement is in the best interest of the public.

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

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



Donna Noski, Mayor

Date:  2012

ATTEST: Approved As To Form



City Clerk Attorney

APPROVED AS TO FORM:

