INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF WEST RICHLAND AND THE PORT OF KENNEWICK, WASHINGTON,
for
SEVERAL JURISDICTIONAL PROJECTS

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 29th day of
September, 2009 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 industrial
waste 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 and within the proposed expanded Urban
Growth Area; and

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 West Richland and in the proposed Urban
Growth Boundary, which would expand City limits to encompass the 92-acre race
track property.

Section 2. Administration. This Agreement shall be administered by the
Mayor of the City of West Richland and who shall be responsible for, or who may
delegate authority 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.
Section 3. Funding. The Port of Kennewick commits to providing project funding as follows:

(A) Projects 1, 2, and 3: Port of Kennewick Phase I $25,000

Such Port of Kennewick funding shall be used
- $10,000 to use as infrastructure and incentive funding for recruitment of industry to Port-owned property in West Richland.
- $5,000 for “Welcome” signage along Van Giesen and Keene Roads at the Red Mountain Center. This will help further guide developers, investors, visitors and tourists to Port-owned property where wine and other development is occurring.
- $10,000 for enhancement of Van Giesen, including incentive funding and assistance in designing the City’s “entrance” on Van Giesen to give the Port and the City marketing tools to attract and retain developers and industrial investors to the area.

(B) Project 4: Port of Kennewick $25,000

Such Port of Kennewick funding shall be used as matching funds in support of the West Richland proposed Urban Growth Boundary expansion legal appeal.

(C) Project 5: Port of Kennewick Phase II 2010 $25,000

Such Port of Kennewick funding shall be used as infrastructure funding, master planning and marketing opportunities for Port-owned property in West Richland, I-82 interchange and Van Giesen marketing tools to attract and retain developers and industrial investors to Port-owned properties.

Section 4. Modification. This Agreement may be modified by written consent of both parties.

Section 5. 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 12/31/2011 which ever shall occur first.

Section 6. 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 7. 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 8. 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]

Dale E. Jackson, Mayor Pro Temp

Date: **Sept. 8** 2009

**ATTEST:**

[Signature]

Julie Richardson, City Clerk

**APPROVED AS TO FORM:**

[Signature]

Bronson Brown, City Attorney

Date: **9/8/09** 2009

**STATE OF WASHINGTON**

**COUNTY OF BENTON**

I certify that I know or have satisfactory evidence that Dale E. Jackson 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 **8th** day of **Sept.**, 2009

[Signature of Notary]

**Port of Kennewick ~ City of West Richland Interlocal 2009.2010**
PORT OF KENNEWICK

Tim Arntzen, Executive Director

Date: 9/22, 2009

STATE OF WASHINGTON  }  ss.
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 22nd day of September, 2009.

TERESA A. HANCOCK
State of Washington
NOTARY PUBLIC
Commission Expires
FEBRUARY 18, 2011

Signature of Notary

Teresa A. Hancock
Print or stamp name of Notary
Notary Public for the State of Washington, residing at
Kennewick.
My appointment expires 02/18/11

Port of Kennewick ~ City of West Richland
Interfocal 2009.2010