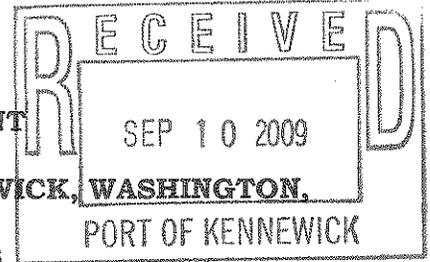


**INTERLOCAL COOPERATIVE AGREEMENT**  
*between*  
**THE CITY OF WEST RICHLAND AND THE PORT OF KENNEWICK, WASHINGTON,**  
*for*  
**SEVERAL JURISDICTIONAL PROJECTS**



**THIS INTERLOCAL COOPERATIVE AGREEMENT** is entered into this <sup>2<sup>nd</sup></sup> 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**

Rich Buel For  
Dale E. Jackson, Mayor Pro Tem

Date: Sept. 8 2009

**ATTEST:**

Julie Richardson  
Julie Richardson, City Clerk

**APPROVED AS TO FORM:**

Bronson Brown  
Bronson Brown, City Attorney

Date: 9/8/09 2009

**STATE OF WASHINGTON** )

ss.

**COUNTY OF BENTON** )

Rich Buel

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

Julie A. Richardson  
Signature of Notary

Exp. 9-29-2010 Julie A Richardson  
Print or stamp name of Notary  
Notary Public for the State of  
Washington, residing at West Richland



My appointment expires 9-29-2010

**PORT OF KENNEWICK**

*Tim Arntzen*  
Tim Arntzen, Executive Director

Date: 9/22, 2009

**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 22<sup>nd</sup> day of September 2009.

*Teresa A. Hancock*  
Signature of Notary

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

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