

PORT OF KENNEWICK

RESOLUTION No. 2018-18

***A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK AUTHORIZING CEO TO SIGN
AN INTERLOCAL AGREEMENT WITH THE CITY OF BENTON CITY
REGARDING A SHORELINE DEVELOPMENT PLAN***

WHEREAS, the Port of Kennewick and City of Benton City are authorized to contract with each other (under RCW 39) in order to effectively and efficiently operate, administer and carry out their programs and public projects; and

WHEREAS, the City of Benton City has approved an Interlocal Agreement whereby they would provide \$15,000 from its budget to pay for an A&E contractor to create a shoreline development plan; and

WHEREAS, the City will provide a copy of the shoreline development plan to the Port upon completion; and

WHEREAS, the Port shall reimburse the City for the cost of planning up to a maximum of \$15,000, upon receipt of an invoice from the City; and

WHEREAS, the Port and City recognize that successful economic development within the City benefits the economic and social welfare of the City and the surrounding area; and will enhance the development of the project area into a destination, permitting the Parties to attract private sector investment.

NOW, THEREFORE; BE IT RESOLVED that the Port of Kennewick Board of Commissioners hereby approves the attached Interlocal Agreement between Port of Kennewick and City of Benton City; and authorizes the Port's Chief Executive Officer to execute the Agreement and instructs the CEO to take all action necessary to implement such Agreement.


ADOPTED by the Board of Commissioners of the Port of Kennewick this 11th day of September, 2018.

**PORT OF KENNEWICK
BOARD OF COMMISSIONERS**

By:


THOMAS MOAK, President

By:


DON BARNES, Vice President

By:


SKIP NOVAKOVICH, Secretary

INTERLOCAL COOPERATIVE AGREEMENT

REGARDING

CITY OF BENTON CITY SHORELINE DEVELOPMENT PLAN

I. PARTIES

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 11 day of September, 2018, between the PORT OF KENNEWICK, a Washington municipal corporation hereafter referred to as “Port”, and the CITY OF BENTON CITY, a Washington municipal corporation, hereafter referred to as “City” referred to collectively as the “Parties”. The Parties agree as follows:

II. RECITALS

2.1 Economic Development Authority. The Port and the City are authorized, including under Chapters 39.33 and 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer and carry out their programs and public projects.

2.2 Project Area. The City has waterfront along the Yakima River that it would like to include in a shoreline development plan with the assistance of a professional A&E contractor.

2.3 Opportunity for Collaborative Development. The Parties recognize that successful economic development within the City benefits the economic and social welfare of the City and the surrounding area. Participation in the Project will continue to enhance the development of the project area into a destination, permitting the Parties to attract private sector investment.

III. OBLIGATIONS OF THE PARTIES

3.1 General Obligations.

(a) The City agrees to spend approximately \$15,000 from its budget to pay for an A&E contractor to create a shoreline development plan. The City shall provide a copy of the shoreline development plan to the Port upon completion.

(b) The Port shall reimburse the City for the cost of planning up to a maximum of \$15,000. The City shall provide an invoice to the Port, including any support for the payment to the vendor in order to substantiate expense.

IV. ADMINISTRATION

4.1 Responsibilities. This Agreement shall be administered by the Mayor or his/her designee and the Port Chief Executive Officer or his/her designee. Working in partnership and on behalf of their respective agencies these individuals shall be responsible as follows:

- (a) The City shall monitor progress of the Project and monitor the fulfillment of the Parties' responsibilities under this Agreement;
- (b) The City will provide the Port with a quarterly report outlining the status of the Project, including a spreadsheet detailing all costs to be reimbursed; and
- (c) The City will utilize the uniform requirements of Chapter 39.80 RCW when awarding contracts pursuant to this agreement.
- (d) Each Party shall follow their respective applicable City and Port bid and prevailing wage law policies and procedures when awarding bids for this Project.

4.2 Document Review. The Parties shall cooperate by sharing all relevant information related to the Project.

4.3 Expenses and Financial Contingency. Except as otherwise provided, the obligations of each Party shall be performed at the sole expense of said Party.

V. GENERAL

5.1 Amendment. This Agreement shall not be altered or varied except in writing signed by each Party.

5.2 Governing Law. Each of the Parties has independent authority to contract; and, this Agreement is pursuant to that authority and shall be governed by, construed and enforced in accordance with the substantive laws of the State of Washington.

5.3 Venue. The venue for any action arising out of this Agreement shall be the Superior Court for Benton County.

5.4 Non-Waiver. Nothing in this Agreement and no actions taken pursuant to this Agreement shall constitute a waiver or surrender of any rights, remedies, claims or causes of action a Party may have against the other Party or others under any provision of this Agreement or any provision of law.

5.5 Agreement Term. The term of Agreement shall commence on its execution by both Parties and end upon the completion of the shoreline development plan and reimbursement to City by Port of all outstanding payable invoices related thereto. ("Agreement Term").

5.6 Inspection of Records and Filing. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the Parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed or listed pursuant to RCW 39.34.040.

5.7 No Separate Legal Entity. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the joint acquisition, holding or disposing of real or personal property anticipated.

5.8 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 affect 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.

5.9 Defense and Indemnity. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expense (including attorneys' fees and witness costs) arising from or in connection with or caused by any act, omission, or negligence of such indemnifying party.

5.10 Breach. In the event of a breach of this Agreement, the non-breaching Party shall retain all legal and equitable remedies against the breaching Party.

VI. EXECUTION AND APPROVAL

6.1 Warranty of Authority. Each Party to this Agreement warrants that it has the authority to enter into this Agreement.

6.2 Execution. The person executing for a respective Party has been duly authorized to and does execute the Agreement on behalf of that respective Party.

Date: 9-11-2018

Approved as to form:

[Signature] 9/11/18
Lucinda Luke, Port Attorney / Date

Date: _____

PORT OF KENNEWICK

By: [Signature]
TIM ARNTZEN, Chief Executive Officer

Reviewed:

[Signature] 9/11/18
Nick Kooiker, Port CFO / Date

CITY OF BENTON CITY

By: [Signature]
Linda Lehman, City Mayor

Approved as to form:

[Signature]
Kerr Law Group, City Attorney / Date