

## INTERLOCAL COOPERATIVE AGREEMENT

### REGARDING

### CITY OF BENTON CITY ECONOMIC DEVELOPMENT PROJECTS

#### I. PARTIES

**THIS INTERLOCAL COOPERATIVE AGREEMENT** is entered into this \_\_\_\_\_ day of 7/27/2023, 2023, 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 developed the I-82 Subarea 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 up to \$40,000 from its budget to pay the following:
1. Update parks and recreation plan to include Subarea;
  2. Update zoning map to include Subarea;
  3. Train staff to implement new design standards for City and Subarea (two different sets of design standards);
  4. Development of recruitment materials illustrating Subarea vision and concepts.

The City shall provide a copy of the updated Subarea documents to the Port upon completion.

- B. The Port shall reimburse the City for the cost of economic development planning projects in an amount not to exceed \$40,000. The City shall provide an invoice to the Port, including any support for the payment to the vendor in order to substantiate expenses.

#### 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; and
- (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; and
- (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 Subarea economic development projects 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: 7/27/2023

**PORT OF KENNEWICK**

DocuSigned by:  
Tim Arntzen  
897EAA4F32B4455...  
Tim Arntzen, Chief Executive Officer

Approved as to form 6/16/2023  
DocuSigned by:  
Carolyn Lake  
B3FE482D92D749D...  
Carolyn Lake, Port Counsel/Date

Reviewed  
DocuSigned by:  
Nick Kooiker  
DAC906A4B5D04FB...  
Nick Kooiker, Chief Financial Officer/Date

Date: 6/30/2023

**CITY OF BENTON**

DocuSigned by:  
L. Lehman  
EA4418B478424AA...  
By: Linda Lehman, City Mayor

Approved as to form:  
DocuSigned by:  
Dan Heid  
FD7A792BE0374A5...  
City Attorney/Date

**PORT OF KENNEWICK**

**RESOLUTION No. 2023-14**

***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 SUBAREA ECONOMIC DEVELOPMENT PROJECTS***

**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 approves the Interlocal Agreement whereby they would pay the amount not to exceed \$40,000 from its budget to update portions of the Subarea plan; and

**WHEREAS**, the City will provide proof of completion of the task(s) named in the updated Subarea development plans to the Port upon completion; and


**WHEREAS**, the Port shall reimburse the City for the cost of the updates not to exceed \$40,000, 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 13th day of June, 2023.


***PORT of KENNEWICK  
BOARD of COMMISSIONERS***

By:   
0E53A30E1C8E442...

SKIP NOVAKOVICH, President

By:   
89F77EAC8921416...

KENNETH HOHENBERG, Vice President

By:   
A35176A2D2CD413...

THOMAS MOAK, Secretary

***PORT OF KENNEWICK***

**RESOLUTION No. 2023-11**

***A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE PORT OF KENNEWICK  
APPROVING BENTON CITY FUNDING ASSISTANCE***

**WHEREAS**, the Port has allocated \$125,000 via its Opportunity Fund, as part of the commission’s approved budget for projects of community importance that arise after the adoption of the approved two-year budget; and

**WHEREAS**, Benton City has proposed several projects of importance that also benefit the port and its regional economic development objectives; and

**WHEREAS**, those projects are as set forth on “Attachment B” hereto, which projects total approximately \$40,000 which could be funded from the Opportunity Fund; and

**WHEREAS**, staff recommends Commission approval of funding not to exceed \$40,000 from the Opportunity Fund. A spreadsheet related to the Opportunity Fund is attached as “Attachment A”.

**NOW, THEREFORE, BE IT RESOLVED** that the Port of Kennewick Board of Commissioners hereby approves allocation of funds not to exceed \$40,000 for Benton City projects as set forth in “Attachment B”.

**BE IT FURTHER RESOLVED** the Commissioners hereby ratify and approve all action by port officers and employees in furtherance hereof.

**ADOPTED** by the Board of Commissioners of Port of Kennewick on the 23rd day of May, 2023.

***PORT of KENNEWICK  
BOARD of COMMISSIONERS***

By: DocuSigned by:  
*Skip Novakovich*  
\_\_\_\_\_

0E53A30E1C8E442...  
SKIP NOVAKOVICH, President

By: DocuSigned by:  
*Kenneth Hohenberg*  
\_\_\_\_\_

89F77EAC8921416...  
KENNETH HOHENBERG, Vice President

By: DocuSigned by:  
**Thomas Moak**  
\_\_\_\_\_

A35176A2D2CD413...  
THOMAS MOAK, Secretary

**Opportunity Fund**

	2023-2024 Budget:	\$ 125,000.00		
<b>Project</b>	<b>Vendor</b>	<b>Encumbrance</b>	<b>Spent To Date</b>	<b>Balance</b>
Benton City Funding Assistance		\$ 40,000.00	\$ -	\$ 40,000.00
Cable Bridge Lighting Project		\$ 25,000.00	\$ -	\$ 25,000.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
	<b>TOTAL</b>	<b>\$ 65,000.00</b>	<b>\$ -</b>	<b>\$ 65,000.00</b>
	Remaining Budget	\$ 60,000.00		

# Areas of Potential Assistance from Port of Kennewick

- **Update Parks and Recreation Plan to Include Subarea** **8-10K**
- **Update zoning map to include Subarea** **3 - 5K**
- **Train Staff to implement new design standards for City and Subarea. (Two different sets of design standards)** **6-10K**
- **Development of recruitment materials illustrating Subarea vision and concepts** **10-15K**