

WHEN RECORDED RETURN TO:

Kennewick City Clerk
210 West 6th Avenue
Kennewick, WA 99336

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE CITY OF KENNEWICK AND THE PORT OF KENNEWICK
Re: Washington Street Corridor Improvements

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into on this ____ day of _____, 2021 (the “Effective Date”) by and between the **City of Kennewick**, a Washington municipal corporation (hereafter “Kennewick”), and the **Port of Kennewick**, a political subdivision of the state of Washington (hereafter “the Port”). Kennewick and the Port are also herein referred to individually as a “Jurisdiction” and collectively as “the Jurisdictions.”

I. RECITALS

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Jurisdiction is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each Jurisdiction entering into the contract is authorized by law to perform; and

WHEREAS, Kennewick’s proposed Washington Street Enhancement project presents an opportunity for promotion of economic development through a public infrastructure investment; 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 and promises contained herein, the Jurisdictions agree as follows:

II. AGREEMENT

Section 1. Purpose and Scope of Work: The purpose of this Agreement is to formalize the roles and responsibilities of the Jurisdictions in relation to implementation of Kennewick’s Washington Street Corridor Improvements. (the “Project”).

Section 2. Administration: The Kennewick City Manager or designee will administer this

Agreement, and will be responsible for:

- a. Establishing policies for implementing this Agreement;
- b. Providing periodic progress reports to the elected officials of each Jurisdiction; and
- c. Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

Section 3. Funding: The Port will provide funding for the Washington Street Corridor Improvements project for work including engineering design, construction, and construction contract administration in the total amount of \$500,000. These funds will be paid to Kennewick on a reimbursable basis for actual work performed in one (1) installment, upon receipt of invoice.

The Port's funding obligations are limited at \$500,000 as described herein, and individual payments will not increase beyond the values identified herein.

Section 4. Development: Kennewick hereby commits to the following:

- a. Kennewick will narrow a portion of North Washington Street from Kennewick to Canal Drive, adding landscape planters, replacing and widening sidewalks from Kennewick Avenue to Columbia Drive.
- b. Kennewick anticipates the project will be completed by the end of 2021.
- c. In compliance with state and/or federal law, Kennewick will complete all property acquisitions necessary to complete the project.
- d. Kennewick shall solicit bids and award a construction contract in compliance with Kennewick and the Port's procurement procedures and applicable law.
- e. Kennewick will oversee construction of the improvements and perform all contract administration functions necessary.
- f. Kennewick will develop and distribute public information identifying its partnership with the Port in completing the project.

Section 5. Modification: Amendments to this Agreement must be in writing and executed by the duly authorized representative for each Jurisdiction.

Section 6. Term of Agreement and Termination:

- a. The term of this Agreement, commencing on the Effective Date, shall become effective on full execution hereof, and upon posting on at least one Jurisdiction's website as provided in RCW 39.34.040. Either Jurisdiction may choose to record this Agreement, but recordation is not required.

This Agreement shall expire on the date the Port's funding obligations as set forth in Section 3 above are satisfied in full.

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 shall be maintained thereafter in accordance with the retention schedule established by the State of Washington for municipal records.

Section 8. No Separate Legal Entity: By this Agreement, the Jurisdictions do not intend to form a separate legal entity to conduct the cooperative undertaking. Further, no acquiring, holding

or disposing of real or personal property will occur under this Agreement.

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 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.

Section 10. Venue, Applicable Law and Personal Jurisdiction: All questions related to this Agreement shall be resolved under the laws of the State of Washington. In the event that either Jurisdiction deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in Benton County Superior Court.

Section 11. Authority To Execute: Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity for which he or she is signing. The Jurisdictions hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

Section 12. Counterpart Originals: Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, including portable document format (.pdf), each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Jurisdictions have entered into this Agreement as of the day and year first written above.

CITY OF KENNEWICK

DocuSigned by:
Marie E. Mosley
219EC87A54DE44F...
Marie Mosley, City Manager

PORT OF KENNEWICK

DocuSigned by:
Tim Amutzen
897EAA4E32B4455...
Tim Amutzen, Chief Executive Officer

Attest:

DocuSigned by:
Terri L. Wright
2B6A567A10F64E7...
Terri Wright, City of Kennewick

Attest:

DocuSigned by:
Nick Kooiker
58375ED86FBD434...
Nick Kooiker, CFO

Approved as to form:

DocuSigned by:
Lisa Beaton
E74682BF565B496...
Lisa Beaton, City Attorney

Approved as to form:

DocuSigned by:
Lucinda Luke
5F8987BD05964F1...
Lucinda Luke, Attorney - Port of Kennewick