

**INTERLOCAL COOPERATIVE AGREEMENT**

**BETWEEN**

**THE PORT OF BENTON, WASHINGTON AND THE CITY OF RICHLAND**

**FOR**

**THE CONVEYANCE OF 1.67 ACRES OF INDUSTRIAL LAND**

**THIS INTERLOCAL COOPERATIVE AGREEMENT** is entered into this 12<sup>th</sup> day of February, 2020, between the Port of Benton, a municipal corporation of the State of Washington, hereafter referred to as "Port," and the City of Richland, Washington, a municipal corporation of the State of Washington, hereafter referred to as "City," or referred to 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 Party is authorized to contract with any one or more public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; provided that such contract shall be authorized by the governing body of each Party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the Jurisdictions have requested a conveyance of 1.67 acres located south of Saint Street; and

WHEREAS, the Jurisdictions have determined that conveyance of the 1.67 acres from the Port to the City is in the best interest of the Jurisdictions and the public; and

WHEREAS, conveyance of the property will reduce the expenditure of public funds on behalf of the Port of Benton in relation to upkeep and maintenance; and

WHEREAS, conveyance of the property will help promote the mission and goals of the City by securing control over a parcel needed to support City operations; 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:

## II. AGREEMENT

**Section 1. Purpose and Scope of Work:** The purpose of this Agreement is to formalize a commitment for the Port to convey a 1.67-acre parcel south of Saint Street and storage building (1975 Saint Street); and for the City to demolish the former Chlorine Storage Building (1979 Saint Street) to grade level (hereinafter the "Project"), as shown on **Exhibit A (legal description), Exhibit 1 (site plan outline) and Exhibit B (Quit Claim Deed)** hereto.

**Section 2. Responsibilities of the Port:** The Port of Benton Executive Director or designee is responsible for:

- a) Termination of the existing lease for the storage building at 1975 Saint Street (Contract No. 67-14 dated May 27, 2014); and
- b) Preparing conveyance documents for the 1.67-acre parcel of industrial land described and depicted in **Exhibits A and 1**.

**Section 3. Responsibilities of the City:** The City Manager or designee is responsible for:

- a) Ensuring removal/demolition of the Chlorine Storage Building identified on **Exhibit 1**; and
- b) Recording of conveyance documents (Quitclaim Deed, Interlocal Agreement)

**Section 4. Modification:** This Agreement may be modified only by written consent of each Jurisdiction.

**Section 5. Term of Agreement and Termination:**

- a) The term of this Agreement shall become effective on full execution hereof.
- b) This Agreement shall expire on the date of completion of the Project.

**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. Records will be retained by each Party consistent with the Washington State retention schedule for public records.

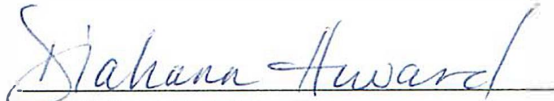
**Section 7. No Separate Legal Entity:** No separate legal entity is established to conduct this cooperative undertaking. No real or tangible property will be acquired or held jointly by the Parties, and no joint board or administrator is necessary to accomplish the purpose of this Agreement.

**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 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 9. 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 Party deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in Benton Superior Court. The Parties each consent to the personal jurisdiction of such court.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.


**PORT OF BENTON**

  
\_\_\_\_\_  
DIAHANN HOWARD, PPM  
Executive Director

**ATTEST:**

  
\_\_\_\_\_  
KELLY THOMPSON  
Administrative Assistant

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
DAVID BILLETDEAUX  
Attorney for the Port of Benton


**CITY OF RICHLAND, WASHINGTON**

  
\_\_\_\_\_  
CYNTHIA D. REENTS  
City Manager

**ATTEST:**

  
\_\_\_\_\_  
JENNIFER ROGERS  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
HEATHER KINTZLEY  
City Attorney

**EXHIBIT A**  
**Legal Description**  
to  
**INTERLOCAL COOPERATIVE AGREEMENT**  
**BETWEEN**  
**THE PORT OF BENTON, WASHINGTON AND THE CITY OF RICHLAND**  
**[1.67 Acres]**

TAX PARCEL NO.: 1-3408-402-0918-009

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER SECTION 34, TOWNSHIP 10 NORTH, RANGE 28 EAST, DESCRIBED AS FOLLOWS:

THAT PORTION OF BLOCK 918, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

A STRIP OF LAND 100.00 FEET WIDE BEING PARALLEL TO AND ADJACENT TO THE ENTIRE LENGTH OF THE PROPERTY LINE HAVING A BEARING OF NORTH 17°08'07" EAST AND BEING 713.04 FEET LONG, AND THE NORTHWARD EXTENSION OF SAID STRIP AT THE SAME WIDTH AND BEARING TO THE NORTH BOUNDARY OF SAID BLOCK 918.

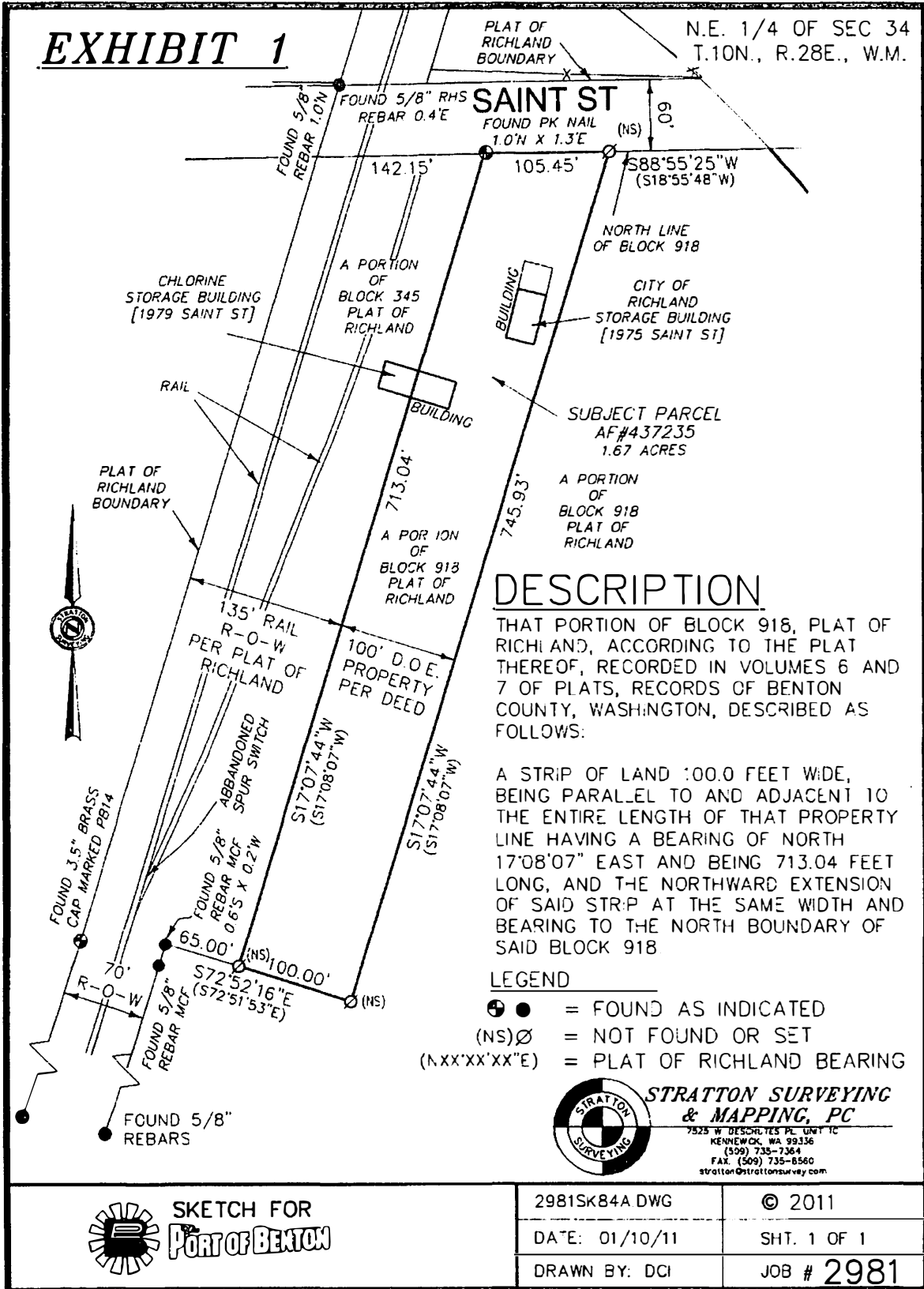
1.67ACRES (+/-)

TOGETHER WITH AND SUBJECT TO EASEMENTS, COVENANTS, RESERVATIONS, RIGHT-OF-WAYS, AND RESTRICTIONS OF RECORD AND IN VIEW.

**EXHIBIT 1**  
**Site Plan Outline**  
to  
INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN  
THE PORT OF BENTON, WASHINGTON AND THE CITY OF RICHLAND  
[1.67 Acres]

[CONTINUED ON FOLLOWING PAGE]

**EXHIBIT 1**  
**Site Plan Outline to Interlocal Cooperative Agreement**



**EXHIBIT B**  
**Quit Claim Deed to Interlocal Cooperative Agreement**

**AFTER RECORDING RETURN TO:**

City Attorney  
City of Richland  
625 Swift Blvd. MS-07  
Richland, WA 99354

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Above this line reserved for recording information

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**QUITCLAIM DEED**

GRANTOR: Port of Benton, a Washington Municipal Corporation  
GRANTEE: City of Richland, a Washington Municipal Corporation  
APN: 1-3408-402-0918-009  
ABBREV LEGAL: Section 34, Township 10 North, Range 28 East, W.M.  
FULL LEGAL: Page 4

**THE PORT OF BENTON**, a Washington municipal corporation ("Grantor"), for and in consideration of Ten Dollars (\$10.00), in hand paid, conveys and quitclaims to the **CITY OF RICHLAND**, a Washington municipal corporation ("Grantee"), all interest in the following real property situated in Benton County, State of Washington, more particularly described on **Exhibit(s): A (legal description) and 1 (site plan outline)**.

**LAND** – Approximately 1.67 Acres of land, a Portion of Block 918, Plat of Richland, see **Exhibit A**.

**BUILDINGS** – 1975 Saint Street, City of Richland Storage Building. Grantee further agrees to remove the building improvements commonly referred to as 1979 Saint Street (former chlorine storage building) as a condition of this conveyance. See **Exhibit 1**

This conveyance is subject to the following covenants and restrictions, and these covenants and restrictions shall run with the land and shall be binding upon the Grantees, their transferees, successors and assigns.

**REVERSION:** This conveyance is made for purposes of consolidating property maintenance responsibilities with the City since the City is the primary user of the parcel and securing control over the parcel for the City's ongoing operational needs. In the event the former chlorine storage building on the Property is not demolished within ten years from the date of this conveyance, the Property shall revert to the Grantor, without any encumbrances other than encumbrances existing on the date of this Quitclaim Deed. Upon completion of the chlorine storage building demolition the Grantor agrees to release this reversionary interest.

**SUBJECT** to covenants, conditions, restrictions, reservations, easements and agreements of record, if any.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed on the \_\_\_\_ day of \_\_\_\_\_, 2020.

**GRANTOR:**

**PORT OF BENTON**

By: \_\_\_\_\_  
DIAHANN HOWARD  
EXECUTIVE DIRECTOR

By: \_\_\_\_\_  
DAVID J. BILLETDEAUX  
PORT ATTORNEY

**ACCEPTANCE:**

City of Richland hereby accepts this Quitclaim Deed from the Port of Benton, and agrees to take the real property described in **Exhibit A** and depicted in **Exhibit 1** subject to covenants and restrictions provided for in this Deed.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

**GRANTEE:**

**CITY OF RICHLAND**

**Approved as to Form:**

By: \_\_\_\_\_  
CYNTHIA D. REENTS  
CITY MANAGER

By: \_\_\_\_\_  
HEATHER D. KINTZLEY  
CITY ATTORNEY



**NOTARY  
ACKNOWLEDGMENTS**

STATE OF WASHINGTON    )  
  )  
COUNTY OF BENTON        )     ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DAHANN HOWARD** to me known to be the **EXECUTIVE DIRECTOR** of the corporation that executed the foregoing **QUITCLAIM DEED**, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON    )  
  )  
COUNTY OF BENTON        )     ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **CYNTHIA D. REENTS**, to me known to be the **CITY MANAGER** of the corporation that executed the foregoing **QUITCLAIM DEED**, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description to Quit Claim Deed**

TAX PARCEL NO.: 1-3408-402-0918-009

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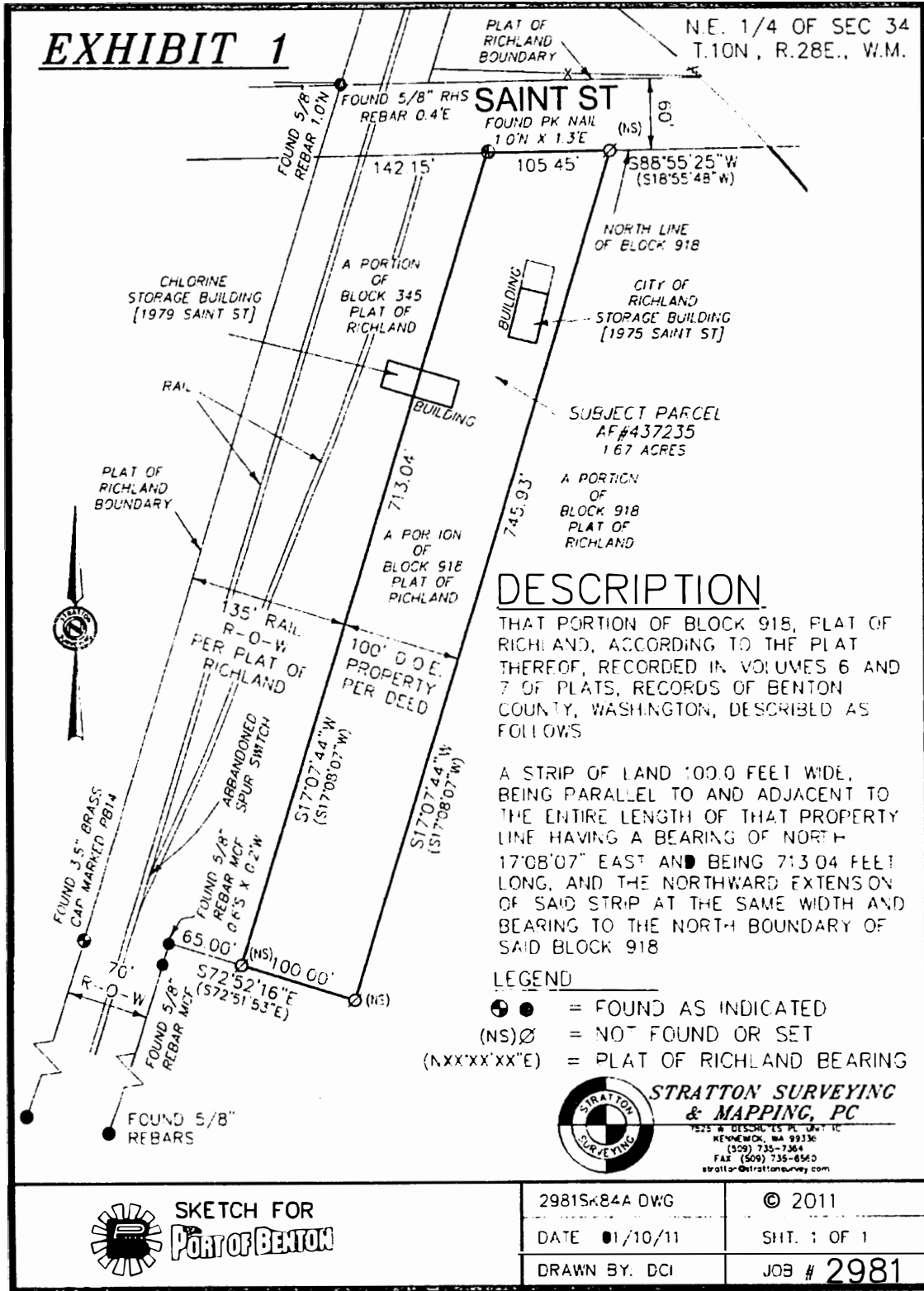
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TOGETHER WITH AND SUBJECT TO EASEMENTS, COVENANTS, RESERVATIONS, RIGHT-OF-WAYS, AND RESTRICTIONS OF RECORD AND IN VIEW.

**EXHIBIT 1**  
**Site Plan Outline to Quit Claim Deed**



RESOLUTION NO. 07-20

A RESOLUTION of the City of Richland authorizing an interlocal agreement with the Port of Benton for the transfer of 1.67 acres of Port property to the City.

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

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

WHEREAS, the Port of Benton ("Port") and City of Richland ("City") seek conveyance from the Port to the City of 1.67 acres of Port-owned property located south of Saint Street; and

WHEREAS, the Port and the City have determined that the best interests of both agencies and the public are served by conveyance of the 1.67 acres from the Port to the City; and

WHEREAS, conveyance of the property will reduce the expenditure of public funds on behalf of the Port in relation to upkeep and maintenance; and

WHEREAS, conveyance of the property will help promote the mission and goals of the City by securing control over a parcel needed to support City operations; and

WHEREAS, in consideration of the Port's conveyance of the property to the City, the City agrees to demolish the former Chlorine Storage Building located at 1979 Saint Street to level grade; and

WHEREAS, in consideration of the City's acceptance of the property from the Port, the Port agrees to terminate the existing ground lease dated May 27, 2014 (see Contract No. 67-14).

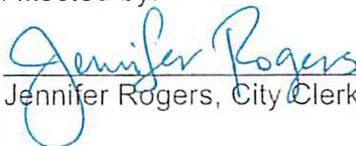
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the Port of Benton for transfer of 1.67 acres as described therein.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7<sup>th</sup> day of January, 2020.

  
Robert J. Thompson, Mayor

Attested by:

  
Jennifer Rogers, City Clerk

Approved as to form:

  
Heather Kintzley, City Attorney