

**INTERLOCAL COOPERATIVE AGREEMENT**  
*between*  
**THE CITY OF RICHLAND AND THE PORT OF KENNEWICK, WASHINGTON,**  
*for*  
**SPAULDING BUSINESS PARK IMPROVEMENTS**

**THIS INTERLOCAL COOPERATIVE AGREEMENT** is entered into this 18<sup>th</sup> day of January, 2011 between the City of 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**, additional signage at Spaulding Business Park improves commerce flow in and through the business park; and further identifies this relatively new commercial destination through increased name recognition; and encourages further development and investment within Richland's Island View area, and;

**WHEREAS**, the Jurisdictions have determined that said project improves safety and access, and mutually benefits both the Port of Kennewick and the City of Richland by enhancing aesthetic appeal and increasing opportunities for economic development, and;

**WHEREAS**, the Jurisdictions, by their respective governing bodies, have determined the project is 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 the partners' commitment to signage improvements at the Spaulding Business Park in Richland, Washington, thereby enhancing economic development in the community and Port-owned properties within Richland.



**Section 2. Administration.** This Agreement shall be administered by the Port of Kennewick's Director of Governmental Relations and Marketing. Such person shall be responsible for:

- (a) Establishing policies for implementing this Agreement;
- (b) Monitoring progress of the Jurisdictions in the fulfillment of their respective responsibilities.

**Section 3. Funding.** The Port of Kennewick and City of Richland will support this project, with funding as follows:

- **\$6,850** (plus all applicable taxes) from **Port of Kennewick** for enhancement of Spaulding Business Park entry signage, including installation of additional, identifying signage at the Columbia Park Trail and Georgia Street entrances.
- **\$5,000** from **City of Richland** in support of this project.

**Section 4. Modification.** This Agreement may be modified by written consent of both parties.

**Section 5. Term of Agreement and Termination.** The Term of this Agreement shall be from date of signature to completion of projects, and/or shall terminate on 12/31/2011.

**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 RICHLAND**

  
\_\_\_\_\_  
Cynthia Johnson, City Manager

Date: 2/25 2011



**ATTEST:**

*Marcia Hopkins*  
Marcia Hopkins, City Clerk

**APPROVED AS TO FORM:**

*Thomas O. Lampson*  
Thomas O. Lampson, City Attorney

Date: 2/22 2011

STATE OF WASHINGTON )  
  )     ss.  
COUNTY OF BENTON     )

*Cynthia Johnson, City Manager*

I certify that I know or have satisfactory evidence that ~~John Fox~~ 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 25 day of February 2011

*Marcia Hopkins*  
Signature of Notary



MARCIA HOPKINS  
Print or stamp name of Notary  
Notary Public for the State of  
Washington, residing at  
Richland  
My appointment expires 4-6-14

