

WASHINGTON STATE COUNTY AUDITOR'S/RECORDER'S  
INDEXING FORM (Cover Sheet)

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City of Richland

Benton County, Benton County Auditor's Office



September 7, 2011

Return address:  
City Clerk  
City of Richland  
P.O. Box 190, MS-05  
Richland, WA 99352

Please print or type information

**Document Title(s)** (or transactions contained therein):

Interlocal Cooperation Agreement Relating to Revitalization Area for Industry, Science and Education.

**Reference Number(s) of Documents assigned or released:**

(on page \_\_\_\_\_ of document(s))

**Grantor(s)** (Last name first, then first name and initials)

1. City of Richland

2.

3.

4.

5.  Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** (Last name first, then first name and initials)

1. Benton County

2.

3.

4.

5.  Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plata or section, townships, range)

A portion of Land lying in Sections 14, 15, 16, 17, 19, 20, 21, 22, 23, 26, 27, 28, and 34, all within Township 10 North, Range 28 East, W.M., City of Richland, Washington

Additional legal is on page A-1 of document.

**Assessor's Property Tax Parcel/Account Number**

Additional legal is on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

INTERLOCAL COOPERATION AGREEMENT      Contract No.54-11  
RELATING TO  
REVITALIZATION AREA for INDUSTRY, SCIENCE and EDUCATION

This Interlocal Cooperation Agreement (the "Agreement") is made and entered effective as of the date of execution by both the City of Richland, Washington, a municipal corporation and city of the first class in the State of Washington (the "City"), and Benton County, Washington, a public body corporate of the State of Washington (the "County").

RECITALS

WHEREAS, the City and the County are each authorized by Chapter 39.104 RCW (the "Act") to establish "revitalization areas" and to use "local revitalization financing" therein to finance "public improvements" that are reasonably likely to increase private investment and employment within such revitalization areas and generate increases in state and local property, sales, and use tax revenues;

WHEREAS, the City created on August 25, 2009, pursuant to Ordinance No. 28-09, a revitalization area as designated in that Ordinance as the "Revitalization Area for Industry, Science and Education"; and

WHEREAS, prior to the adoption of Ordinance No. 28-09 by the City, the County timely adopted and presented Resolution 09-509 and duly opted out of the revitalization area as both a participating taxing district and participating local government; and

WHEREAS, the City and the County did subsequently enter into an interlocal agreement for the County to participate on some level, but that agreement was terminated when the City did not receive an award from the State of Washington in 2009; and

WHEREAS, the City did receive an award from the State of Washington under the Act in 2010; and

WHEREAS, on June 7, 2011, the City amended the boundaries of the revitalization area pursuant to Ordinance No. 05-11, and the current boundaries of the revitalization area are described by that Ordinance and by the legal description and map attached as Exhibit A to this Agreement (hereinafter, the "Revitalization Area"), which is incorporated herein by this reference; and

WHEREAS, prior to the adoption of Ordinance No. 05-11, the City was aware that the County had not changed its intent to opt out of the Revitalization Area as both a participating taxing district and a participating local government as defined in RCW 39.104.020 and received a copy of Resolution No. 11-116 from the County reiterating that position; and

WHEREAS, as in 2009, the County wishes to participate on a partial basis in the Revitalization Area pursuant to the terms of an interlocal agreement; and

WHEREAS, the City and the County wish to evidence their respective agreements pertaining to the use of a portion of the County's "local property tax allocation revenues" derived from the County's general regular levy for purposes of local revitalization financing of public improvements and repayment of bonds within the Revitalization Area;

WHEREAS, the City and County have agreed that the County will not allocate any of the County's "local sales and use tax increment" as that phrase is used in the Act;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and the benefits to be realized by each party and by the general public from the creation of the Revitalization Area, the City and the County agree as follows:

1. Authority and Purpose. This Agreement is entered into pursuant to the authority of chapters 39.34 RCW and the Act. This Agreement sets forth the County's approval of and agreement to, pursuant to the Act, the City's use of a portion of the County's share of "local property tax allocation revenues" (as defined in the Act) generated in the Revitalization Area for local revitalization financing of the "Public Improvement Costs" of "Public Improvements" (the definitions of such terms are set forth in the Act and are incorporated herein by reference) made in the Revitalization Area.

2. Real Property Tax Distributions. Commencing on January 1, 2012, the County shall, pursuant to RCW 39.104.080, annually distribute to the City the lesser of: (i) fifty percent (50%) of the additional revenue derived from the County's general regular levy (excluding all earmarked levies such as but not limited to those levies for the refund fund, the veteran's assistance fund and mental health services fund) upon the "property tax allocation revenue value" (as defined in RCW 39.104.020) within the Revitalization Area; or (ii) Seventy Three Thousand and Five Hundred Dollars (\$73,500), to be used by the City for the purposes described by Section 1 of this Agreement. Such distributions shall be used for repayment of bonds issued in accordance with RCW 39.104.110 and shall terminate on retirement of the bonds or December 31, 2031, whichever occurs sooner. The City hereby agrees to notify the County Treasurer in writing within ten (10) days of the retirement of the bonds.

3. Payment Process. The billing and payment process to implement Section 2 above shall be that agreed to in writing by the Benton County Treasurer and the City; provided, such agreement shall not require the County to distribute payments more frequently than twice per year. Any disagreement by the City as to County's compliance with its obligations under Section 2 above shall be promptly raised by the City by sending written notice to both the Benton County Board of Commissioners and the Benton County Treasurer. Such notice shall specify the basis for the City's position that the County has not complied with its obligations under Section 2 above. The City agrees that if no such notice is provided to the County within ninety (90) days of receipt of a payment by the City or within ninety (90) days of the deadline for receipt of a payment if no payment is made, the City shall be deemed to have waived all right to assert any non-compliance with this Agreement that is based on that particular payment amount or amount alleged by the City to be due at that time under Section 2 above, notwithstanding any longer applicable statute of limitations or other Washington law.

4. Interlocal Cooperation Act Required Provisions.

(a) Duration. This Agreement shall continue until the earlier of: (i) the date that all obligations to distribute money to the City under Section 2 of this Agreement have expired; or (ii) December 31, 2031; provided this Agreement shall automatically terminate on December 31, 2011, in the event the Port of Benton and the City have not executed an interlocal agreement by such date whereby the Port of Benton is obligated to distribute to the City 50% of the regular property taxes levied by the Port upon the "property tax allocation revenue value" (as defined in RCW 39.104.020) within the Revitalization Area for the same period of time that the County is contributing under Section 2 above, not to exceed Twenty Three Thousand Dollars (\$23,000) in any year.

(b) Organization of Separate Entity and Its Powers. No separate legal entity is intended to be created pursuant to this Agreement.

(c) Purpose. See Section 1 above.

(d) Manner of Financing and Establishing and Maintaining a Budget. The financing of the Public Improvements will be accomplished in the manner described under Sections 1, 2 and 3 of this Agreement. The parties adopt Section 5 of City Ordinance No. 28-09 as the budget for such expenditures.

(e) Termination and Disposal of Property. This Agreement may not be terminated any earlier than as provided in paragraph 4(a) above. Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of this Agreement.

(f) Administration of this Agreement. The County hereby designates the County Administrator as its representative for the purpose of implementing this Agreement on behalf of the County. The City hereby designates the City Manager as its representative for the purpose of implementing this Agreement on behalf of the City.

(g) Manner of Acquiring, Holding and Disposing of Property. All real and personal property acquired pursuant to this Agreement shall be acquired by the City, held by the City and disposed in such manner as the City determines from time to time.

(e) Agreement to be Filed. The City shall file this Agreement with its City Clerk. The City shall also file this Agreement with the County Auditor.

5. Reporting. Each quarter starting with the quarter ending September 30, 2011, the City shall provide the County with a written report identifying the Public Improvements completed or under construction in the Revitalization Area, the amount paid for such Public Improvements in that quarter, the entity making any of those payments, and the cumulative cost of Public Improvements in the Revitalization Area since the effective date of this Agreement. The City shall also promptly provide the County with a copy of the annual report due by March 1st of each year from the City to the Department of Revenue under RCW 82.32.765.

6. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

7. Counterparts. The parties may sign this Agreement in one or more counterparts hereto and each counterpart shall be treated as an original.

8. Binding Effect. Both parties have full power and authority to execute and deliver this Agreement and to perform their respective obligations under this Agreement. This Agreement constitutes a valid and binding obligation of the County and the City and is enforceable in accordance with its provisions.

9. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington.

10. Entire Agreement. The City and the County agree that this Agreement is the complete expression of the parties on this subject. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded. This Agreement may only be amended in a writing signed by both parties that expressly indicates such writing is intended to amend this Agreement.

*(Signatures appear on the following page.)*

IN WITNESS WHEREOF, the parties have executed the Agreement and it shall be effective as of the last date of execution below.

CITY OF RICHLAND, WASHINGTON

*[Signature]*  
City Manager

*102*

ATTEST:

*Marcia Hopkins*  
City Clerk

(SEAL)

BENTON COUNTY, WASHINGTON

*Leo M. Baerema*  
Chair, Board of County Commissioners

ATTEST:

*Carrie M. [Signature]*  
Clerk of the Board of  
County Commissioners

*Approved as to form:  
Rep. Brown, DPA*

(SEAL)

## EXHIBIT A

### Boundaries of Revitalization Area

A PORTION OF LAND LYING IN SECTIONS 14,15,16,17,19,20,21,22,23,26,27,28, AND 34, ALL WITHIN TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, WASHINGTON, BEING DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY MARGIN OF PUBLIC ROAD KNOWN AS SR240 AND THE NORTH QUARTER CORNER OF SAID SECTION 34; THENCE NORTHWESTERLY ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 16,200 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON; THENCE NORTH ALONG THE WEST LINE THEREOF FOR A DISTANCE 600 FEET MORE OR LESS TO THE NORTHWEST CORNER THEREOF; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE LANDFILL PARCEL AS DEPICTED ON RECORD OF SURVEY NUMBER 4165, RECORDS OF BENTON COUNTY WASHINGTON; THENCE SOUTH ALONG THE WEST LINE THEREOF AND THE WEST LINE OF SAID SECTION 20 FOR A DISTANCE OF 146 FEET MORE OR LESS TO AN ANGLE POINT; THENCE SOUTHEAST CONTINUING ALONG THE BOUNDARY OF SAID LANDFILL PARCEL FOR A DISTANCE OF 385 FEET MORE OR LESS; THENCE EASTERLY CONTINUING ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 2480 FEET MORE OR LESS TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EAST LINE THEREOF FOR A DISTANCE OF 4,200 FEET MORE OR LESS TO THE NORTH RIGHT-OF-WAY MARGIN OF A ROAD KNOWN AS HORN RAPIDS ROAD; THENCE SOUTHEASTERLY ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 3,700 FEET MORE OR LESS; THENCE EASTERLY CONTINUING ALONG THE NORTH LINE THEREOF A DISTANCE OF 11,800 FEET; THENCE CONTINUING ALONG THE NORTH LINE THEREOF IN A NORTHEASTERLY DIRECTION A DISTANCE OF 600 FEET MORE OR LESS; THENCE EASTERLY ALONG THE NORTH LINE THEREOF PROJECTED A DISTANCE OF 1,800 MORE OR LESS FEET THE HIGH WATER LINE OF THE COLUMBIA RIVER; THENCE SOUTHERLY ALONG

THE WATER LINE THEREOF FOR A DISTANCE OF 6,160 FEET MORE OR LESS TO THE CENTER LINE OF A ROAD KNOWN AS 1<sup>ST</sup> PROJECTED; THENCE WEST ALONG SAID PROJECTION FOR A DISTANCE OF 308 FEET MORE OR LESS TO THE BEGINNING OF SAID CENTERLINE OF FIRST STREET; THENCE SOUTH 40 TO THE SOUTH RIGHT-OF-WAY LINE OF SAID 1<sup>ST</sup> STREET; THENCE WEST 100 FEET MORE OR LESS ALONG THE SOUTH LINE THEREOF TO THE NORTHEAST CORNER OF A PARCEL; THENCE SOUTHERLY FOR A DISTANCE OF 960 FEET MORE OR LESS; THENCE SOUTHEASTERLY FOR A DISTANCE OF 1720 FEET TO THE NORTH LINE OF A ROAD KNOWN AS SPROUT ROAD; THENCE WESTERLY ALONG THE NORTH LINE THEREOF FOR A DISTANCE 2,800 FEET MORE OR LESS TO THE WEST RIGHT-OF-WAY MARGIN OF SAID GEORGE WASHINGTON WAY; THENCE NORTHERLY ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 1,300 FEET MORE OR LESS TO POINT ON THE SOUTH RIGHT-OF-WAY MARGIN OF A ROAD KNOWN AS UNIVERSITY DRIVE; THENCE WESTERLY ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1,250 FEET MORE OR LESS TO A POINT ON THE EAST BOUNDARY OF A PARCEL OWNED BY THE PORT OF BENTON; THENCE SOUTH ALONG SAID WEST LINE FOR A DISTANCE OF 320 FEET MORE OR LESS; THENCE WESTERLY FOR A DISTANCE OF 285 FEET MORE OR LESS TO THE WEST BOUNDARY OF PARCEL A AS DEPICTED IN RECORD OF SURVEY NUMBER 4104, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTHERLY ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 3,440 FEET MORE OR LESS; THENCE SOUTHWESTERLY CONTINUING ALONG SAID WESTERLY BOUNDARY FOR A DISTANCE OF 1,300 FEET MORE OR LESS; THENCE WESTERLY FOR A DISTANCE OF 270 FEET MORE OR LESS; THENCE SOUTHERLY 300 FEET MORE OR LESS TO THE NORTH RIGHT-OF-WAY MARGIN OF A ROAD KNOWN AS SPENGLER STREET; THENCE WESTERLY ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1,300 FEET MORE OR LESS TO THE SAID WEST RIGHT-OF-WAY MARGIN OF STEVENS DRIVE; THENCE SOUTHERLY ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 1,300 FEET MORE OR LESS TO THE NORTH RIGHT-OF-WAY OF A ROAD KNOW AS SNYDER STREET; THENCE WESTERLY ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1,300 FEET MORE OR LESS TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27,



TOWNSHIP 10 NORTH, RANGE 28 EAST; THENCE NORTH ALONG THE EAST LINE THEREOF TO THE NORTH LINE THEREOF; THENCE WESTERLY ALONG THE NORTH LINE THEREOF FOR A DISTANCE 1,300 TO THE WEST LINE THEREOF; THENCE SOUTHERLY ALONG THE WEST LINE THEREOF TO THE NORTHEASTERLY RIGHT-OF-WAY MARGIN OF A ROAD KNOWN AS ROBERTSON DRIVE; THENCE EASTERLY AND SOUTHERLY ALONG SAID RIGHT-OF-WAY ALONG A CURVE FOR A DISTANCE OF 1,200 FEET MORE OR LESS; THENCE SOUTHWESTERLY ALONG THE EAST LINE THEREOF PROJECTED FOR A DISTANCE OF 260 FEET MORE OR LESS TO THE NORTH LINE OF SAID SR240; THENCE NORTHWESTERLY ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 340 MORE OR LESS TO THE SAID TRUE POINT OF BEGINNING.



# RESOLUTION 11-520

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF APPROVING THE INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF RICHLAND RELATING TO REVITALIZATION AREA FOR INDUSTRY, SCIENCE AND EDUCATION TO USE LOCAL REVITALIZATION FINANCING**

**WHEREAS**, the Board of Benton County Commissioners and the City of Richland desire to enter into an Interlocal Cooperation Agreement Relating to Revitalization Area for Industry, Science, and Education to use local revitalization financing authorized by Chapter 39.104 RCW; **NOW, THEREFORE,**

**BE IT RESOLVED** the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Interlocal Cooperation Agreement with the City of Richland Relating to Revitalization Area for Industry, Science, and Education.

**BE IT RESOLVED** the Board of Benton County Commissioners, Benton County, Washington hereby approves the attached Interlocal Cooperation Agreement with the City of Richland relating to Revitalization Area for Industry, Science, and Education in an amount not to exceed \$73,500 per year; and

**BE IT FURTHER RESOLVED**, the duration of the Interlocal Cooperation Agreement shall commence January 1, 2012 and expire December 31, 2031 unless terminated earlier pursuant to the terms and conditions of the Interlocal Cooperation Agreement.

Dated this 16 day of Aug, 2011.

Leo M. Bennett  
Chairman of the Board

James D. Beamer  
Chairman Pro-Tem

James D. Beamer  
Member

Attest: C. McKenzie  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Leo Bowman  
District 1  
Shon Small  
District 2  
James Beaver  
District 3

**Board of County Commissioners  
BENTON COUNTY**

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator

**MEMORANDUM**

**TO:** Gary Ballew, Ec. Dev. Manager, City of Richland  
**FROM:** Cami McKenzie, Clerk of the Board  
**DATE:** August 17, 2011  
**SUBJECT:** Interlocal Cooperation Agreement Relating to Revitalization Area for  
Industry, Science, and Education

Enclosed please find three original Interlocal Cooperation Agreements signed by the Board on August 16, 2011. The agreement requires the City to record with the City Clerk and also to record with the County Auditor. Once this is done, please return one of the agreements to me.

Thank you for your assistance.

**RECEIVED**  
**AUG 19 2011**  
**ECONOMIC  
DEVELOPMENT OFFICE**