

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF RICHLAND AND THE PORT OF KENNEWICK
for
Construction of Badger Mountain Trail Project

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 16 day of June, 2015 between the City of Richland, a Washington municipal corporation (hereinafter referred to as the "City"), and the Port of Kennewick, a Washington municipal corporation (hereinafter referred to as the "Port"), and hereinafter collectively 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, the Jurisdictions have determined that there exists a parking project that would mutually benefit both the Port and the City by providing significant safety improvements and enhanced aesthetic appeal, and is in the best interests of the Jurisdictions and the public; and

WHEREAS, said project will improve pedestrian access and safety at the Badger Mountain Trailhead area, and will help promote and support the public's use of these areas along with supporting tourism. Said project will also improve and enhance the appeal of the City to attract economic development within the Port District; 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:

Section 1. Purpose. The purpose of this Agreement is to formalize a commitment to complete the project Badger Mountain Trail Parking Area (hereinafter the "Project") in Richland, Washington, which will enhance the economic development and quality of life in the City and in the Port district properties within the City.

Section 2. Administration. This Agreement shall be administered by the City of Richland. The City of Richland shall be responsible for:

- (a) Establishing policies and a budget for implementing this Agreement;
- (b) Providing periodic progress reports;
- (c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.
- (d) Following applicable Port and City bid and prevailing wage laws, policies and procedures when awarding bids for the Project.

Section 3. Port's Funding and Use of Property. The Port commits to providing Project funding in an amount not to exceed \$150,000. Funding shall be utilized as follows:

- (a) Badger Mountain Trail parking construction as identified on Exhibit A, which is attached hereto and incorporated herein by reference;
- (b) Applicable Washington State Sales Tax on Exhibit A; and
- (c) A City of Richland administration fee of 5% of the total project amount.

If bid amounts exceed \$150,000, the Port or the City may terminate this Agreement with written notice to the other party. The Port acknowledges and agrees that it shall not acquire an ownership interest in the Project property regardless of the dollar amount contributed to the Project.

Section 4. City's Commitment. The City commits to provide "in-kind" support to the Project, to include assignment of City staff for coordination of planning with Port staff, project administration, coordination and monitoring. The Port shall have the opportunity to review and accept the work upon completion of the Project and prior to final acceptance by the City. Should the Port determine that the work is not acceptable, the Port and the City shall work together to determine the appropriate corrective action(s) to be taken. The City shall own the improvements installed by the Port, and shall be responsible for all future maintenance. The City shall not be required to contribute any funds to the Project.

Section 5. Indemnification/Hold Harmless. The City commits to administer, coordinate, and monitor its contractors during the Project. The City agrees to indemnify, hold harmless, and defend the Port, its agents, commissioners, and employees from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from the City's contractor(s).

Section 6. Modification. This Agreement may be modified only by written consent of both parties as executed by their authorized representatives.

Section 7. Term of Agreement and Termination. The term of this Agreement shall be from the date identified above to completion of the Project or three years from the date identified above, whichever occurs first. The Agreement may be terminated only in the event the bid amounts exceed \$150,000.

Section 8. Inspection of Records and Filing. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by either Jurisdiction during the term of this Agreement and for the period of retention required under state law. This Agreement shall be filed or listed pursuant to RCW 39.34.040.

Section 9. 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 or authorized by this Agreement.

Section 10. 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.

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

CITY OF RICHLAND



Cynthia D. Johnson, ICMA-CM
Richland City Manager

ATTEST:



Marcia Hopkins, Richland City Clerk

APPROVED AS TO FORM:



Heather Kintzley, Richland City Attorney

PORT OF KENNEWICK,

A Washington Municipal Corporation
By Authority of its Board of Commissioners

By: 

Tim Arntzen, Executive Director

APPROVED AS TO FORM:



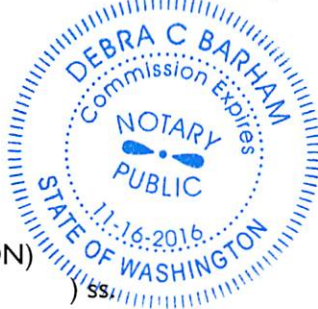
Lucinda J. Luke, Port Counsel

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

On this 19 day of June, 2015 before me personally appeared **Cynthia D. Johnson**, to me known to be the **City Manager** of the **City of Richland**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Debra C. Barham
Debra C. Barham (Print Name)
Notary Public in and for the State of
Washington, Residing at: Benton Co.
My Commission Expires: 11/16/16

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

On this 27 day of May, 2015 before me personally appeared **Tim Arntzen** to me known to be the **Executive Director** of the **Port of Kennewick**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Jennifer L. Roach
Jennifer L. Roach (Print Name)
Notary Public in and for the State of
Washington, Residing at: Pasco, WA
My Commission Expires: 10/01/2017

Trailhead Park Master Plan - April 2015

EXHIBIT A

