

PORT OF KENNEWICK

Resolution No. 2012-06

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE PORT OF KENNEWICK APPROVING THE INTERLOCAL AGREEMENT
WITH WEST RICHLAND FOR COMMUNITY ECONOMIC REVITALIZATION BOARD
(CERB) GRANT MATCH FUNDING**

WHEREAS, the Interlocal Agreement, as presented, is in a form that staff recommends for adoption by the Port Commission; and

WHEREAS, the Port Commission finds that the Interlocal Agreement will formalize a commitment to provide funding for costs associated with installation of infrastructure, irrigation, and other improvements at the City-owned Belmont Job Center, associated with a CERB matching loan and other matching investments; and

WHEREAS, the Port Commission finds that approval of the Interlocal Agreement will enhance the economic development and quality of life in the community and Port-owned properties in and adjacent to West Richland; and

WHEREAS, the Port Commission finds the approval of the Interlocal agreement is in the best interest of the public.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Commissioners of the Port of Kennewick approves the Community Economic Revitalization Board (CERB) grant match funding interlocal agreement as attached, and further authorizes the port's executive director to take all action necessary to implement the agreement.

ADOPTED by the Board of Commissioners of the Port of Kennewick on the 28th day of February 2012.

**PORT OF KENNEWICK
BOARD OF COMMISSIONERS**

By: 
SKIP NOVAKOVICH, President

By: 
DAVID HANSON, Vice President

By: 
GENE WAGNER, Secretary

INTERLOCAL COOPERATIVE AGREEMENT

between

THE CITY OF WEST RICHLAND AND THE PORT OF KENNEWICK, WASHINGTON,

for

**The Washington State Department of Commerce
COMMUNITY ECONOMIC REVITALIZATION BOARD (CERB)
LIGHT INDUSTRIAL MANUFACTURING/EXPORTING PROJECT**

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this ²⁸ day of February, 2012 between the City of West 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, the Jurisdictions have determined that there are several projects that would mutually benefit both the Port of Kennewick and the City of West Richland that will provide significant safety improvements and enhanced aesthetic appeal, and is in the best interest of the Jurisdictions and the public and;

WHEREAS, said projects will improve vehicular access, improve industrial waste treatment, improve and enhance the appeal of the City to attract economic development within the Port District which serves Port-owned land held for sale and/or lease in the Red Mountain Center and other parts of the city improving access and/or infrastructure adjacent to Red Mountain Center and Port-owned property adjacent to City of West Richland;

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 completing several projects in West Richland, Washington (the Projects), which would enhance the economic development and quality of life in the community and Port-owned properties in and adjacent to West Richland

Section 2. Administration. This Agreement shall be administered by the West Richland Economic Development Director. Said person shall be responsible for:

- (a) Establishing policies 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) Follow proper Port bid law policies and procedures when awarding the bid for project.

Section 3. Funding. The Port of Kennewick commits to providing project funding as follows:

Community Economic Revitalization Board (CERB) Match Funding \$25,000

Such Port of Kennewick funding shall be used for costs associated with installation of infrastructure, irrigation, and other improvements at the City-owned Belmont Job Center, associated with a CERB matching loan and other matching investments. These improvements include site improvement design, surveying, geotechnical services, and purchase of CID irrigation water.

Section 4. The City of West Richland has/will make the following investments in this project:

- \$820,000 CERB Loan. The City has committed to a CERB loan, with full repayment required to CERB over a 20-year period (This includes acquisition of approximately 4 acres at the Belmont Job Center).
- \$1.3 Million additional land acquisition. In addition to the CERB-associated land/infrastructure commitment, the City of West Richland is acquiring an additional 34 acres for further economic development and industrial growth in the vicinity of the CERB project.
- Additional historic City investments include decommissioning of a previous water process facility, restoration and cleanup of the property, construction of Keene Road and other investments.
- The City has also secured additional match funding and grants in order to leverage the City's and Port's investments in this project.

Section 5. Modification. This Agreement may be modified by written consent of both parties.

Section 6. Term of Agreement and Termination.

(a) The Term of this Agreement shall be from date of signature to completion of projects, and/or shall terminate on 12/31/2012.

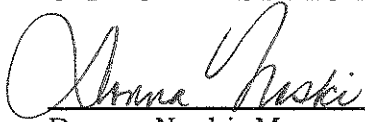
Section 7. Inspection of Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement and for three years after its termination.

Section 8. 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 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 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.

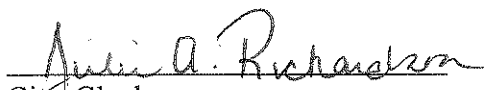
CITY OF WEST RICHLAND



Donna Noski, Mayor

Date: 2/22 2012

ATTEST:



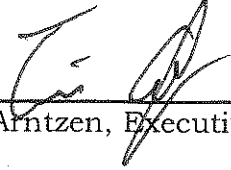
Julia A. Richardson
City Clerk

APPROVED AS TO FORM:



Bronson Brown, City Attorney

PORT OF KENNEWICK



Tim Arntzen, Executive Director


Date: 2/28, 2012

STATE OF WASHINGTON)
)
COUNTY OF BENTON)

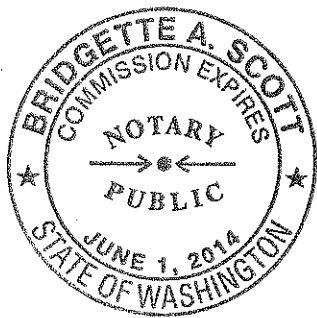
ss.

I certify that I know or have satisfactory evidence that Tim Arntzen 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 28th day of February, 2012.



Signature of Notary



Bridgette A Scott
Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

Kennewick WA
My appointment expires 6/1/2014