

PORT OF KENNEWICK

Resolution No. 2018-12

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT
OF KENNEWICK APPROVING THE INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
THE PORT OF KENNEWICK AND THE CITY OF RICHLAND
FOR COLUMBIA PARK TRAIL IMPROVEMENTS PROJECT**

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

WHEREAS, Richland has proposed an improvement plan for Columbia Park Trail, a public street within the boundaries of Richland and the Port; and

WHEREAS, the Port has developed the Spaulding Business Park which has made a significant positive contribution to the economic redevelopment of the Island View area of Richland; and

WHEREAS, the Jurisdictions have previously partnered to complete public street improvements in the Island View area as part of a joint vision to promote redevelopment of the area; and

WHEREAS, Richland's proposed Columbia Park Trail Improvements project presents another opportunity for the Jurisdictions to promote economic development through a public infrastructure investment; and


WHEREAS, the Port Commission finds that 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 improvement plan for Columbia Park Trail Project Interlocal Cooperative Agreement as attached, and further authorizes the Port's Chief Executive Officer to take all action necessary to implement the plan.

ADOPTED by the Board of Commissioners of the Port of Kennewick on the 26th day of June 2018.

**PORT OF KENNEWICK
BOARD OF COMMISSIONERS**


THOMAS MOAK, President


DON BARNES, Vice President


SKIP NOVAKOVICH, Secretary

WHEN RECORDED RETURN TO:

Richland City Clerk
505 Swift Blvd, MS-05
Richland, WA 99352

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

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

FOR

COLUMBIA PARK TRAIL IMPROVEMENTS PROJECT

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 25th day of June, 2018, between the City of Richland, a municipal corporation of the State of Washington, hereafter referred to as “**Richland**,” and the Port of Kennewick, Washington, a political subdivision of the State of Washington, hereafter referred to as “**Port**.” Richland and the Port are 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 Jurisdiction 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 Jurisdiction to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, Richland has proposed an improvement plan for Columbia Park Trail, a public street within the boundaries of Richland and the Port; and

WHEREAS, the Port has developed the Spaulding Business Park which has made a significant positive contribution to the economic redevelopment of the Island View area of Richland; and

WHEREAS, the Jurisdictions have previously partnered to complete public street improvements in the Island View area as part of a joint vision to promote redevelopment of the area; and

WHEREAS, Richland's proposed Columbia Park Trail Improvements project presents another opportunity for the Jurisdictions to promote economic development through a public infrastructure investment; 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; and

WHEREAS, the Port's Spaulding Business Park includes a Port-owned street lighting system that the Port desires to transfer to City ownership and maintenance; and

WHEREAS, the City is willing to accept ownership and maintenance of the Spaulding Business Park street lighting system after certain upgrades are completed to the system.

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 the roles and responsibilities of the Jurisdictions in relation to implementation of Richland's planned improvement to Columbia Park Trail between SR-240 and the City's east boundary and to the City's assumption of ownership of the street lighting system in the Spaulding Business Park.

Section 2. Administration: This Agreement shall be administered by the Richland City Manager or designee. Such person shall be responsible for:

- (a) Establishing policies for implementing this Agreement;
- (b) Utilizing Richland's and Port's public works bid procedures in awarding construction contracts pursuant to this Agreement;
- (c) Assuring that each Jurisdiction's bid and prevailing wage law, policies, and procedures have been followed when awarding bids pursuant to this Agreement;

- (d) Providing periodic progress reports to the elected officials of each Jurisdiction;
- (e) The City shall advise the Port on its bid procedures at least 30 days prior to bidding, and shall provide the Port an opportunity to review the bid procedures.
- (f) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.
- (g) The Port shall prepare an application for Benton County Rural Capital Funds to fund its obligations hereunder. The Port shall submit a draft application to the City for its review prior to submission to Benton County.
- (h) The City shall seek re-designation from the Benton Franklin Council of Governments of previously awarded federal transportation funding to this project.

Section 3. Funding: The Port of Kennewick hereby commits to provide funding as set forth below:

- (a) **\$800,000** to fund contract work, including engineering design, construction, and construction contract administration for the Columbia Park Trail Improvements. This funding shall be applied first to relocation of existing overhead cabled utility lines into an underground system, and second to other roadway improvement features. The Port's funds will be provided when invoiced by Richland and on a reimbursable basis for actual work performed in not more than three (3) installments at times mutually agreed to by the Parties.
 - i. Under no circumstance shall the Port's funding obligations increase beyond the \$800,000 identified herein for the Columbia Park Trail Improvements.
 - ii. The Port's commitment is subject to a successful application, and separate trilateral agreement with Benton County and the City under the Benton County Rural County Capital Fund. In the event an agreement with Benton County and the City is not reached within 120 days of the effective date of this Agreement, then the Jurisdictions agree to:
 - a. Negotiate an amendment to this agreement around a feasible funding partnership for the project; or
 - b. Terminate this agreement related to the Columbia Park Trail Improvements Project.
- (b) **\$85,000** to fund the upgrades to the Spaulding Business Park street lighting system. These funds shall be reimbursed within (30) calendar days of the City delivering an invoice to the Port once the project is completed, which is anticipated to be within sixty (60) days of execution of this agreement.

Section 4. Richland's Project Development Responsibilities: Richland hereby commits to the following project development responsibilities for the Columbia Park Trail Improvements Project:

- (a) Richland will prepare a roadway improvement design that will include Complete Streets features including bicycle lanes, sidewalks, street lighting and landscaping.

- (b) Richland will design and conduct a public outreach program to present its proposed design to the public.
- (c) Richland will assemble a complete funding package to support project completion no later than December 31, 2020. The City's current plan will require action by the Benton-Franklin Council of Governments to re-designate previously awarded federal funds to this project. If re-designation does not occur, then the Jurisdictions agree to:
 - i. Negotiate an amendment to this agreement around a feasible funding partnership for the project; or
 - ii. Terminate this agreement related to the Columbia Park Trail Improvements Project.
- (d) Richland will contract for the improvements, except for work elements to be completed by utility staff.
- (e) Richland will oversee construction of the improvements and perform all contract administration functions necessary.
- (f) Richland will develop and distribute public information identifying its partnership with the Port in completing the project.

Section 5. Spaulding Business Park Street Light Upgrade: Once the installation is complete the City will assume ownership and maintenance responsibilities for the Spaulding Business Park street lighting system. From the date the Port completes its payment to the City the Port will have no further responsibility for the street light system in the Spaulding Business Park.

Section 6. Modification: This Agreement may be modified only by written consent of each Jurisdiction.

Section 7. 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 8. 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 no less than three (3) years after its termination. 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 this cooperative undertaking, nor shall any acquiring, holding or disposing of real or personal property occur under 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.

Section 11. 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 County Superior Court. The parties each consent to the personal jurisdiction of such court.

Section 12. Warranty of Authority and Execution. Each party to this Agreement warrants that it has the authority to enter into this Agreement. The person executing the Agreement for a Jurisdiction has been duly authorized to and does execute the Agreement on behalf of that Jurisdiction.

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

CITY OF RICHLAND



CYNTHIA D. REENTS, ICMA-CM
City Manager

Date: 6/26/18

PORT OF KENNEWICK



TIM ARNTZEN
Chief Executive Officer


Date: 6/26/18

ATTEST:



MARCIA HOPKINS
City Clerk

ATTEST:



NICK KOOIKER
Port CFO

APPROVED AS TO FORM:



HEATHER KINTZLEY
City Attorney

APPROVED AS TO FORM:



LUCINDA LUKE
Port Attorney