

**INTERLOCAL AGREEMENT
BETWEEN PORT OF KENNEWICK AND CITY OF KENNEWICK
REGARDING FIRE STATION No. 3**

I. PARTIES

This Interlocal Agreement (Agreement) is entered into this 20th day of October, 2020, between the PORT OF KENNEWICK, a Washington municipal corporation ("Port"), and the CITY OF KENNEWICK, a Washington municipal corporation, ("City") referred to collectively as the "Parties". The Parties agree as follows:

II. RECITALS

- 2.1 Economic Development Authority. The Port and the City are authorized, including under Chapters 39.33 and 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer and carry out their programs and public projects.
- 2.2 Overview of Project Areas. The Port owns approximately 103 acres of land in the Vista Field area of Kennewick, Washington. The Port is developing the land under the principles of New Urbanism and according to the Master Plan and Development Agreement the Port has in place with the City of Kennewick. The City is building a new fire station in the Vista Field area which will enhance public safety within the area and the City at large. The Parties recognize that successful development of the fire station described herein benefits the economic and social welfare of the City and the Port district.
- 2.3 City Fire Station Construction. The City is in the process of constructing Fire Station Number 3 on a site adjacent to Vista Field. Concurrent with construction, the City will build an access street with accompanying landscaping and utilities on the Northwest side of the project as shown on Exhibit "A" (the Street), attached hereto. Because the Street will benefit future Port activities at Vista Field, the Port agrees to pay one-half of actual construction costs of the Street, up to \$125,000, including a \$7,000 design and construction management fee. Prior to commencement of construction, the Port shall dedicate the Street to the City and the City shall accept said dedication.
- 2.4 Opportunity for Collaborative Development. The Parties recognize that successful economic development of the Project Area benefits the economic and social welfare of the City and the surrounding area. The Parties seek to memorialize their understanding related to street trees and landscaping which will be located in the public right of way adjacent to future Fire Station #3. The street trees and landscaping shall be as set forth on Exhibit "A" hereof. The term "street trees" shall refer to plants, trees, tree grates, tree lights and underground utilities supporting trees such as irrigation lines and electrical lines.

III. ADMINISTRATION

- 3.1 Responsibilities. This Agreement shall be administered by the City Manager or her designee and the Port Chief Executive Officer or his designee. Working in partnership and on behalf of their respective agencies these individuals shall be responsible for:
- a. Establishing policies for implementing this Agreement;
 - b. Providing periodic progress reports;
 - c. Monitoring progress of the Parties and other entities in the fulfillment of their respective responsibilities; and
 - d. Following applicable City and Port bid and prevailing wage laws, policies and procedures when awarding contracts for this project.
- 3.2 Port Obligation. The Port shall, at its expense, maintain all street trees and associated irrigation systems and power systems to the tree wells as referenced in Exhibit "A" and shall perform all ordinary maintenance and repair thereof.
- 3.3 City Obligation. The City shall grant the Port the right of ingress to and egress from the public right of way in order for the Port to perform its obligations under this Agreement.
- 3.4 Document Review. The Parties shall cooperate by sharing all relevant information, including planning, financial and environmental documents, to the extent allowed by law.
- 3.5 Expenses and Financial Contingency. Except as otherwise provided, the obligations of each Party shall be performed at the sole expense of said Party.

IV. GENERAL

- 4.1 Amendment. This Agreement shall not be altered except in writing signed by each Party.
- 4.2 Governing Law. Each of the Parties has independent authority to contract; and, this Agreement is pursuant to that authority and shall be governed by, construed and enforced in accordance with the substantive laws of the State of Washington.
- 4.3 Venue. The venue for any action arising out of this Agreement shall be the Superior Court for Benton County.
- 4.4 Non Waiver. Nothing in this Agreement and no actions taken pursuant to this Agreement shall constitute a waiver or surrender of any rights, remedies, claims or causes

of action a Party may have against the other Party or others under any provision of this Agreement or any provision of law.

- 4.5 Agreement Term. The term of this Agreement shall commence on its execution by both Parties and end December 31, 2040 ("Agreement Term"). By mutual agreement, the Parties may elect to renew the Agreement on mutually agreeable terms and conditions.
- 4.6 Inspection of Records and Filing. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the Parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed or listed pursuant to RCW 39.34.040.
- 4.7 No Separate Legal Entity. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the joint acquisition, holding or disposing of real or personal property anticipated.
- 4.8 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 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.
- 4.9 Defense and Indemnity. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expense (including attorneys' fees and witness costs) arising from or in connection with or caused by any act, omission, or negligence of such indemnifying party.
- 4.10 Breach. In the event of a breach of this Agreement, the non-breaching Party shall retain all legal and equitable remedies against the breaching Party.

V. EXECUTION AND APPROVAL


- 5.1 Warranty of Authority. Each Party to this Agreement warrants that it has the authority to enter into this Agreement.
- 5.2 Execution. The person executing for a respective Party has been duly authorized to and does execute the Agreement on behalf of that respective Party.

PORT OF KENNEWICK

Date: 7-30-2020

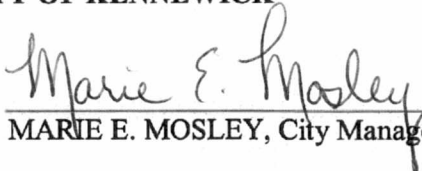
By: 
TIM ARNTZEN, Chief Executive Officer

Approved as to Form:


LUCINDA LUKE
Attorney for Port of Kennewick

CITY OF KENNEWICK

Date: 10-20-2020

By: 
MARIE E. MOSLEY, City Manager

Approved as to Form:


LISA BEATON, City Attorney

Exhibit A

