

**INTERLOCAL AGREEMENT
BETWEEN PORT OF KENNEWICK AND CITY OF KENNEWICK
REGARDING 6601 W. DESCHUTES DRIVEWAY REALIGNMENT**

I. PARTIES

This Interlocal Agreement (“Agreement”) is entered into this 12th day of November, 2021, 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 Area. 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 Port’s Vista Field Phase 1A included work with the City of Kennewick to realign certain roadways and intersections. One such realignment resulted in the creation of the Deschutes Avenue and Crosswind Boulevard intersection that includes a left turn lane into Vista Field. That intersection requires the relocation of a driveway access for the property located at 6601 W. Deschutes Avenue (the “Property”). The City and Port met with the Property owners and have identified a new Southeast driveway location (the “Driveway”) to replace the existing Northwest driveway. The Parties recognize that successful construction of the Driveway described herein benefits the economic and social welfare of the City and the Port district.
- 2.3 Driveway Construction. The City will design, bid, manage, and pay for the construction of the Driveway. Because the Street will benefit future Port activities at Vista Field, the Port agrees to reimburse the City for the construction costs incurred.
- 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 the Driveway.

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 reimburse the City for the actual construction costs incurred by the City for construction of the Driveway.
- 3.3 City Obligation. The City shall design, bid, manage, and pay for the construction of the Driveway.
- 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 upon completion of the Parties' respective obligations but not later than December 31, 2022 ("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: Nov 10, 2021 | 3:26 PM PST

DocuSigned by:
Tim Arntzen
By: _____
897EAA4F32B4455
TIM ARNTZEN, Chief Executive Officer

Approved as to Form:

Approved:

DocuSigned by:
Lucinda Luke

5F8982BDD5964F1...
LUCINDA LUKE
Attorney for Port of Kennewick

DocuSigned by:
Nick Kooiker

E8375ED86FBD434
NICK KOOIKER
Port Auditor/CFO

CITY OF KENNEWICK

NOV 4, 2021 | 10:49 AM PDT
Date: _____

DocuSigned by:
Marie E. Mosley
By: _____
219EC87A54DE44F
MARIE E. MOSLEY, City Manager

Approved as to Form:

DocuSigned by:
Lisa Beaton

F74662BEE65B496
LISA BEATON, City Attorney

Certificate Of Completion

Envelope Id: 4C48B54F21D5403CA9AA54F66F26C77D	Status: Completed
Subject: Interlocal Agreement - Driveway Relocation at 6601 W Deschutes Ave	
Source Envelope:	
Document Pages: 4	Signatures: 5
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Terri L. Wright
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Attn: Accounts Payable
	PO Box 6108
	Kennewick, WA 99336-0108
	terri.wright@ci.kennewick.wa.us
	IP Address: 64.184.148.56

Record Tracking

Status: Original	Holder: Terri L. Wright	Location: DocuSign
11/3/2021 4:26:13 PM	terri.wright@ci.kennewick.wa.us	

Signer Events

Signer Events	Signature	Timestamp
<p>Lisa Beaton</p> <p>Lisa.Beaton@ci.kennewick.wa.us</p> <p>City Attorney</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p>  <p>F746628EE65B496...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 71.15.183.181</p>	<p>Sent: 11/3/2021 4:35:13 PM</p> <p>Viewed: 11/4/2021 8:53:34 AM</p> <p>Signed: 11/4/2021 8:54:23 AM</p>

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<p>Marie E. Mosley</p> <p>Marie.Mosley@ci.kennewick.wa.us</p> <p>City Manager</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p>  <p>219EC87A54DE44F...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 64.184.148.56</p>	<p>Sent: 11/4/2021 8:54:24 AM</p> <p>Viewed: 11/4/2021 10:47:40 AM</p> <p>Signed: 11/4/2021 10:49:04 AM</p>
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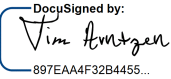
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<p>Lucinda Luke</p> <p>Luke@CarneyLaw.com</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p>  <p>5F89828DD5964F1...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 71.93.3.241</p>	<p>Sent: 11/4/2021 10:49:06 AM</p> <p>Viewed: 11/7/2021 2:36:40 PM</p> <p>Signed: 11/7/2021 2:36:55 PM</p>
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<p>Nick Kooiker</p> <p>Nick@portofkennewick.org</p> <p>CFO/Auditor</p> <p>Port of Kennewick</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p>  <p>E8375ED88FBD434...</p> <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 71.94.216.214</p>	<p>Sent: 11/7/2021 2:36:57 PM</p> <p>Viewed: 11/10/2021 9:21:26 AM</p> <p>Signed: 11/10/2021 9:21:34 AM</p>
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Signer Events	Signature	Timestamp
Tim Arntzen ta@portofkennewick.org CEO Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 68.118.208.167	Sent: 11/10/2021 9:21:35 AM Viewed: 11/10/2021 3:26:06 PM Signed: 11/10/2021 3:26:41 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/10/2021 3:26:06 PM
 ID: 7e86c9a5-06e7-47f9-bb8f-0b2ba5185995

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Bridgette Scott bscott@portofkennewick.org Security Level: Email, Account Authentication (None)		Sent: 11/10/2021 3:26:43 PM Viewed: 11/10/2021 4:12:48 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/10/2021 3:26:06 PM
Signing Complete	Security Checked	11/10/2021 3:26:41 PM
Completed	Security Checked	11/10/2021 3:26:43 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact City of Kennewick:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: christina.palmer@ci.kennewick.wa.us

To advise City of Kennewick of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at christina.palmer@ci.kennewick.wa.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to christina.palmer@ci.kennewick.wa.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Kennewick

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to christina.palmer@ci.kennewick.wa.us and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Kennewick as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Kennewick during the course of my relationship with you.