

MEMORANDA OF AGREEMENT

between

the City of Pasco and the Port of Pasco

for

a feasibility study of a public market in Pasco

This MEMORANDA OF AGREEMENT ("Agreement") is entered into this 1ST day of May, 2017, by the City of Pasco, a municipal corporation of the State of Washington, hereinafter the "City", and Port of Pasco, a public body corporate of the State of Washington, hereinafter "Port", collectively referred to in this Agreement hereafter as the "Parties".

WHEREAS; The City has authority to engage in economic development per RCW 35.21.703; and

WHEREAS; The Port has authority to engage in economic development per RCW 53.08.245; and

WHEREAS; Both the Port and the City share similar economic development goals particularly related to the revitalization of Downtown and Marine Terminal areas in Pasco and have cooperated in development of the Boat Basin and Marine Terminal Plan in 2012; and

WHEREAS; The City and the Port desire to better achieve these goals and objectives by leveraging resources to maximize the results of economic development efforts;

NOW THEREFORE; The City and Port agree to share in the costs of a consultant study to determine the feasibility and preferred location for a public market within Pasco. The consultant shall be chosen by joint agreement between the City and Port. Further the City and Port agree to the following:

1. The City agrees to reimburse the Port fifty percent (50%) of the costs of a feasibility study, which work shall not proceed until a scope and budget is approved by both Parties per Section 2. The Port shall invoice the City at the end of the project.
2. Work performed per this Interlocal Agreement shall be approved by the Community and Economic Development Director (City) and the Director of Economic Development and Marketing (PORT).
3. Either the City or the Port may terminate this Agreement with 30 days notice to other party. Notice to the City shall be directed to the Pasco City Manager and notice to the Port shall be directed to the Port Executive Director.

4. Term of Agreement and Termination. This Agreement is effective upon the signature of all Parties and terminates on December 31, 2017.
5. The records and documents associated with all matters covered by this Agreement shall be jointly owned by the City and the Port and all non-privileged records and documents shall be subject to inspection by any Party during the term of this Agreement.

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

PORT OF PASCO



By: Randy Hayden
Its: Executive Director
Date: 5/2/17

CITY OF PASCO



By: Dave Zabell
Its: City Manager
Date: 4/18/17

