

INTERLOCAL AGREEMENT

between

the City of Pasco and the Port of Pasco

for

the Promotion of Economic Development in Pasco

This INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is entered into pursuant to RCW 39.34, as of this 31 day of March, 2016, 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 City contains a division of operations in the Community and Economic Development Department that operates programs and efforts to promote economic development and expansion of the tax base within the City. Currently this division is not staffed with personnel exclusively devoting time and effort towards economic development; and

WHEREAS; the City 2016 Budget has an approved funding amount of \$60,000 to engage in economic development; and

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

WHEREAS; The Port's mission is to develop the economy of the Port District in a manner that creates sustainable jobs and a healthy tax base and the Port has dedicated staff to promote that mission; and

WHEREAS; Both the Port and the City share similar economic development goals and are pursuing similar activities to promote economic development; and

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

NOW THEREFORE; The City and Port agree to the following:

1. The City may request the assistance of the Port with the following economic development tasks on an "as needed" basis, the Port will confirm and notify the City of the Ports ability to provide such assistance:

Business Retention & Expansion, including but not limited to:

- Meet with major employers in Pasco
- Workforce/talent development
- Industrial and Retail Recruitment efforts

Recruitment efforts, including but not limited to:

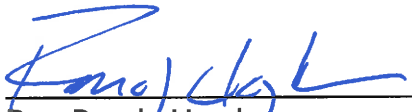
- Retail Recruitment and development of marketing materials
- Industrial Recruitment and development of marketing materials
- Food Processing and Manufacturing Recruitment
- Project Development
- TRIDEC and interaction/response with State generated leads
- Attendance/assistance with trade shows, expositions and similar marketing events

2. The City agrees to reimburse the Port at an hourly flat rate of \$96.00 for this staff assistance. This rate includes all associated staff costs including benefits and overhead. The Port shall invoice the City on a monthly basis.
3. Costs for materials, professional assistance outside that of Port staff and specific travel costs (pre-approved) will be the responsibility of the City.
4. Work performed per this Interlocal Agreement shall be approved by the Community and Economic Development Director.
5. Either the City or the Port may terminate this Interlocal 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. In the event the Interlocal Agreement is terminated, neither the City nor the Port will pursue an action to recover costs incurred by either party, with exception that costs necessary for services approved by the City and incurred by the Port prior to the termination will be reimbursed per the terms of this Interlocal Agreement.
6. Term of Agreement and Termination. This Agreement is effective upon the signature of all Parties and terminates on December 31, 2016.
7. 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.

- 8. No Separate Legal Entity.** No new, separate administrative or legal entity is to be established in association with this Agreement nor to conduct the cooperative undertaking described herein. The Community and Economic Development Director of the City and the Director of Economic Development of the Port shall be joint administrators of this cooperative undertaking.
- 9. Severability.** In the event that 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.
- 10. Recording.** This Agreement shall be filed with the Franklin County Auditor or posted on each Parties web site.


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

PORT OF PASCO



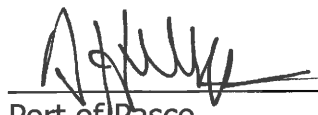
By: Randy Hayden
Its: Executive Director
Date: 3/31/16

CITY OF PASCO



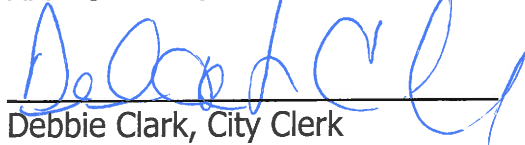
By: Dave Zabell
Its: City Manager
Date: 3/31/16

APPROVED AS TO FORM:




Port of Pasco

APPROVED AS TO FORM:



Debbie Clark, City Clerk

APPROVED AS TO FORM:



Leland Kerr, City Attorney