

INTERLOCAL AGREEMENT

By and Between CITY OF SUNNYSIDE And PORT OF SUNNYSIDE (Midvale Road)

THIS INTERLOCAL AGREEMENT IS entered into this 12th day of March, 2003, by and between the CITY OF SUNNYSIDE and the PORT OF SUNNYSIDE, for provision of construction and maintenance of landscaping along and within the Midvale Road corridor in conjunction with the Midvale Road improvement project.

I. Recitals

A. PORT OF SUNNYSIDE, hereafter called "Port," is a special purpose municipal corporation duly formed and existing under the laws of the State of Washington, with mailing address at Post Office Box 329, Sunnyside, Washington 98944.

B. CITY OF SUNNYSIDE, hereafter called "City," is a municipal corporation duly formed and existing under the laws of the State of Washington, with City Hall located at 818 East Edison Avenue, Sunnyside, Washington 98944.

C. The Port is developing and implementing improvements along and upon Midvale Road, which include street improvements, center lane, street lights, sidewalks, installation of water and sewer lines and service to Duffy Road, and planting grass on both sides of the street improvements, and other improvements, all as called herein the "Midvale Road Improvement Project" or "Project."

D. In order to facilitate development and maintenance of the grass along both sides of the improved Midvale Road corridor, the Port has requested that the City provide adequate water for irrigation of such grass, determined to be approximately 10.5 feet wide by approximately 3 miles long. Port will install the necessary irrigation lines and fixtures and will provide all mowing and maintenance of such grass.

E. City and Port desire to enter into an interlocal agreement pursuant to applicable law, including Chapter 39.34 RCW, to provide for such services and performance.

II. Agreement

WHEREFORE, in consideration of the mutual conditions, covenants and promises herein, the parties agree as follows:

1. Provision of Water for Irrigation. Subject to the conditions stated below, City will provide water to the irrigation system developed and installed by Port

sufficient to provide adequate irrigation of the grass areas upon either side of the Midvale Road Improvement Project, which grass areas are approximately 10.5 feet wide by approximately 3 miles long. City's obligation to provide water as described herein is conditioned upon the City's determination, from time to time, that sufficient water is available for such purposes. City reserves the right to modify, alter, limit or terminate water to the irrigation of such Project in its sole discretion, and to determine the quality or type of water provided for such purposes.

2. Construction and Maintenance of Irrigation System. The Port will design, fund, construct and maintain the irrigation lines, sprinklers and fixtures for irrigation of the above-described grass corridors along either side on the Midvale Road improvement. Port will also be solely responsible for repair(s) of such system as such are necessary or appropriate. Port will notify City in advance of any maintenance or repairs which require shut-off of the water.

3. Maintenance of Grass Corridors. Port shall be solely responsible for all maintenance of the irrigated grass corridors, including but not limited to, mowing, lawn care, and maintenance of any other landscaping planted or constructed by Port within such corridors.

4. Administration of Agreement. This Agreement shall be administered cooperatively by the City Manager of the City, and the Manager of the Port.

5. Copy of Agreement to Other Agencies. A copy of this Agreement shall be provided or made available to other agencies with jurisdiction, as required by Chapter 39.34 RCW, including the Yakima County Auditor's Office.

6. Term and Termination. The term of this Agreement shall be for a period of ten (10) years commencing on the effective date of this agreement and terminating December 31, 2012; Provided, however, that such agreement may be renewed for an additional term of ten (10) years upon agreement of the parties. This Agreement may be sooner terminated by either party upon 60 days written notice delivered or mailed to the other party at such party's last known address of record.

7. Entire Agreement – Modification. This Agreement constitutes the entire agreement of the parties, and shall not be modified except in writing signed by both parties.

WHEREFORE, this Agreement is deemed executed and effective on the date first referenced above.

CITY OF SUNNYSIDE

PORT OF SUNNYSIDE


By: Dave Fonfara
Dave Fonfara, City Manager
3-12-03

By: [Signature]
3-27-03

ATTEST:


Judith F. Essary, Deputy City Clerk

APPROVED AS TO FORM:


Mark Kunkler, City Attorney

PORT OF SUNNYSIDE MINUTES OF THE BUSINESS MEETING

Held March 10/12, 2003

The March 10, 2003 Study Session was called to order at 7:00 p.m. by President Woodworth, and the March 12, 2003 Business Meeting was called to order at 7:10 p.m. by President Woodworth. Each meeting was held at the Port of Sunnyside Administration Office.

Those present at the Study Session and Business Meeting:

St. Clair Woodworth (attended Study Session), Jeff Matson, Arnold Martin, Commissioners;

M'Liss Bierlink, Finance Officer/Treasurer, (attended Study Session);

Vernita Coffey, Administrative Asst.;

Brad Berk, Operations Supervisor;(attended Study Session); and

Steve Winfree, Port Legal Counsel.

GUESTS: Ruben Carrera, Sunnyside School District and Vern Anderson of Anderson Engineering attended the Study Session.

PRESENTATIONS: None

ADMIN REPORT: Amber Hansen, Port Manager presented a written report and the following items were discussed during the Monday meeting (written report available upon request)

- ¶ The Port was notified today by Dick Krous of the WSDOT that the construction funding for Phase 2 of Midvale Road was authorized by FHWA.. Amber provided a memo on Wednesday evening indicating that a request for bids will be published for the first time on March 25th, bids must be advertised twice within a three week period. The bids will be opened on April 15th with the bid award scheduled for April 23rd. This schedule should allow the project to proceed around the 10th of May and be complete by year end.
- ¶ Amber's report indicated that she had spoken with Bob Green regarding the roof on the Horizon building. He advised that if the Port were to re-do the roof they should use 5/8" plywood or another stiffener and a single membrane rubber roof or a closed cell membrane. M'Liss will be contacting Bob for contract design specs for re-roofing.
- ¶ A draft of The Ethics and Conflict of Interest policy was provided for the Commissioners review and requests for any suggestions.
- ¶ Enclosed was a copy of a job description for a project/contract manager . Suggestions were also requested concerning any changes needed.
- ¶ The Grant Writer project load was discussed and the possible need for a part time person to assist Sue. The Grant Writer position will grow not only with the possible addition of the School District but just as the City, Port and Hospital are growing so will our needs for funding assistance. Medical insurance coverage for the Grant Writer was also discussed.

- ¶ User rates regarding exceeded contracted hydraulic amounts for annual and winter storage were reviewed. At this time these excess discharge fees do not adequately help re-coop operational intangible costs for the additional flow. Anything that may impact our ability to collect good data or stay within Scenario 22 with the water application must be avoided.

ACTION ITEMS: (All actions were taken on Wednesday night March 12, 2003 unless noted otherwise.)

- ▶ CONSENT AGENDA: The consent agenda includes minutes of the Port Meeting held on February 22/24, 2003 and the warrants in the amount of \$81,322.57. Arnold moved to approve the Consent Agenda, Jeff seconded, motion carried.
- ▶ Ratify Amber's approval of the Addendum to the Agreement for Performance of Secretarial Office Clerical Services, this will terminate the secretarial services agreement with Sunnyside Inc. Effective March 1, 2003. Arnold moved to approve, Jeff seconded, motion carried.
- ▶ Ratify Amber's approval of the Agreement for Performance of Secretarial Office/Clerical Services, this will begin the secretarial services agreement with Sunnyside Chamber of Commerce effective March 1, 2003. Arnold moved to approve, Jeff seconded, motion carried.
- ▶ Authorize Amber to sign the interlocal agreement with the City of Sunnyside for irrigation water to service the grassy areas along Midvale Road. Arnold moved to authorize, Jeff seconded, motion carried.
- ▶ Motion to approve 1st Amendment Real Estate Purchase and Sale Agreement with Emerald Ranches to extend the date of closing to June 30, 2003. Arnold moved to approve, Jeff seconded, motion carried.

DISCUSSION ITEMS:

- ▶ None

NOTICE ITEMS:

- ▶ PDC Forms are due by April 15th




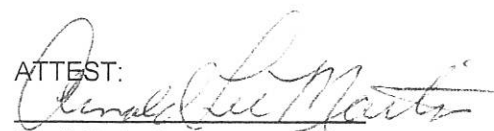
EXECUTIVE SESSION:

Spring has arrived

- ▶ Executive Session was called by Vice President Matson at 7:38 p.m. during the Wednesday meeting to discuss purchase / sale of real estate as allowed by RCW 42.110.30 section C. The session closed at 7:46 p.m. no action required.

ADJOURNMENT: The Study Session was adjourned at 8:43 p.m. and the Business Meeting was adjourned at 7:47.m. peace and harmony prevailing.


St. Clair Woodworth, President

ATTEST:

Arnold Martin, Secretary