

INTERLOCAL AGREEMENT
By and Between
CITY OF SUNNYSIDE
And
PORT OF SUNNYSIDE
(Landscaping – I-82 Exit 67)

THIS INTERLOCAL AGREEMENT is entered into this 28th day of August, 2006, by and between the CITY OF SUNNYSIDE and the PORT OF SUNNYSIDE, for provision of construction and maintenance of landscaping within the southwest quadrant of Exit 67 on Interstate 82.

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 has proposed landscaping consisting of irrigated grass and trees within and upon the southwest quadrant of Exit 67 to Interstate 82, as shown on plans reviewed and approved by the Washington State Department of Transportation (hereafter called the "Landscaping Project"). Such landscaping plans are attached as Exhibit "A(1)" and "A(2)" and incorporated herein by this reference. Such Landscaping Project will provide an attractive entryway to the City of Sunnyside, will promote economic development and enhance street and corridor improvements constructed by the City and Port.

D. In order to facilitate development and maintenance of the landscaping within such quadrant, the Port has requested that the City provide adequate water for irrigation of such grass, determined to be approximately six acres in area and served by an irrigation system delivering approximately 130 gallons per minute. Port will provide and construct all landscaping improvements, install the necessary irrigation lines and fixtures and will provide all mowing and maintenance of such grass and landscaping.

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 and landscaped areas within the Landscaping Project, all without charge to the Port and without water meter fees, equity fee or permit fee. 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 Landscaping 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 Landscaping Project. 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 and Landscaping. Port shall be solely responsible for all maintenance of the irrigated grass and landscaping, 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, 2016; 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

By: 

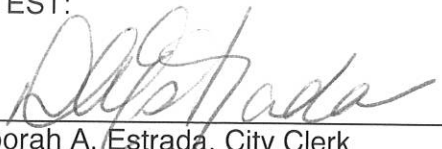
Robert Stockwell, City Manager

PORT OF SUNNYSIDE

By: 

Amber A. Hansen, Port Manager

ATTEST:



Deborah A. Estrada, City Clerk

APPROVED AS TO FORM:



Mark Kunkler, City Attorney

RESOLUTION 2006-42

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
INTERLOCAL AGREEMENT WITH THE PORT OF
SUNNYSIDE REGARDING PROVISION OF WATER
FOR IRRIGATION OF LANDSCAPING PROJECT
(Exit 67 – Interstate 82)**

COPY

WHEREAS, the Port of Sunnyside is developing and implementing landscaping improvements along and upon the southwest quadrant of Exit 67 of Interstate 82, which improvements include installation of grass and trees and integrated irrigation system; and

WHEREAS, the Port of Sunnyside has asked that the City of Sunnyside participate in such project by entering into an interlocal agreement whereby the City would provide water sufficient for irrigation of the landscaping project; and

WHEREAS, the City Council finds and determines that the interlocal agreement negotiated between the parties, as authorized pursuant to Chapter 39.34 RCW, pertaining to such project, is in the best interests of residents of the City of Sunnyside and should be approved; and

WHEREAS, the City Council of the City of Sunnyside finds and determines that approval of such agreement will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COULCIL OF
THE CITY OF SUNNYSIDE, WASHINGTON, as follows:**

Section 1. That the "Interlocal Agreement," a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, by and between the City of Sunnyside and the Port of Sunnyside regarding provision of water for irrigation purposes within the landscaping project for the southwest quadrant of Exit 67 of Interstate 82, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

Section 2. This Resolution shall be effective upon passage and signatures hereon in accordance with law.

PASSED this 28th day of August, 2006.



ED PRILUCIK, MAYOR

ATTEST:


DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:


MARK A. KUNKLER, CITY ATTORNEY