

**INTERLOCAL AGREEMENT
BETWEEN
THE PORT OF SUNNYSIDE
AND
THE CITY OF SUNNYSIDE**

(Centennial Square)

THIS INTERLOCAL AGREEMENT BETWEEN THE PORT OF SUNNYSIDE AND THE CITY OF SUNNYSIDE, hereinafter referred to as the "Agreement", is made and entered into by and between the PORT OF SUNNYSIDE, a Washington municipal corporation, hereinafter referred to as the "Port," and the CITY OF SUNNYSIDE, a Washington municipal corporation, hereinafter referred to as the "City," pursuant to the provisions of RCW Chapter 39.34.

RECITALS

A. The City owns real property legally described as Lots 6 through 11, Block 30, City of Sunnyside, identified as Yakima County Assessor's parcel numbers 221025-31408, 221025-31409, 221025-31410, and 221025-31411, and commonly (and hereinafter) referred to as "Centennial Square".

B. Centennial Square is a small park with a large bandstand, manicured lawn, trees, paved walkway and handicap accessible restrooms. Many community events are held in Centennial Square.

C. The Port and the City now wish to provide that the Port shall be responsible to maintain the manicured lawn, flower beds and trees, while the City shall continue to be responsible to maintain everything else in Centennial Square including but not limited to the large bandstand, trees, paved walkway and handicap accessible restrooms.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals (which are hereby incorporated into and made part of this Agreement), and of the agreements and covenants herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Maintenance of Centennial Square – Port's Responsibility.** As of the effective date, the Port shall take over all maintenance obligations for the manicured lawn, flower beds and trees in Centennial Square. This includes the maintenance of the irrigation lines, sprinklers and other irrigation fixtures, and the maintenance of the irrigated grass and landscaping, including but not limited to mowing, lawn care, trees, and the maintenance of flowers and flower beds.

2. **Maintenance of Centennial Square – City's Responsibility.** The City shall continue to be responsible for all maintenance of Centennial Square not specifically identified in

Section 1 above as the Port's responsibility. The City's responsibilities for maintenance at Centennial Square shall continue to include, but not be limited to, maintenance and repair of the large bandstand, paved walkway, benches, picnic tables, handicap accessible restrooms, garbage cans, and trash removal.

3. **Provision of Irrigation Water – City's Responsibility.** The City shall provide water to the irrigation system serving Centennial Square sufficient to provide adequate irrigation of the grass and landscaped areas, all without charge to the Port and without water meter fees, equity fee or permit fee. The 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. The City reserves the right to modify, alter or limit water for the irrigation of Centennial Square in its sole discretion, and to determine the quality or type of water provided for such purposes.

4. **Notification of Community Events.** The City shall contact the Port at least one (1) business day in advance of any community event to be held at Centennial Square to notify the Port when the water needs to be shut off at Centennial Square.

5. **Effective Date.** This Agreement, and the responsibilities of the Port hereunder, shall be immediately effective upon the mutual execution of this Agreement.

6. **Term and Termination.** The term of this Agreement shall commence on the effective date and terminate on December 31, 2029, provided, however, that this Agreement may be renewed for an additional term of ten (10) years upon the agreement of the City and the Port. This Agreement may be sooner terminated by either party upon sixty (60) days written notice delivered or mailed to the other party at such party's address given in this Agreement.

7. **Organization.** No separate legal or administrative entity shall be created as a result of this Agreement. Each of the parties is acting independently of the other in entering into this Agreement and in exercising its rights and in carrying out its responsibilities pursuant to this Agreement. In no event shall the parties be deemed to be partners or the agent for the other party.

8. **Compliance with Laws.** Each of the parties shall comply with all local, state and federal laws relating to the respective responsibilities of the parties.

9. **Governmental Authority.** This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over this Agreement, the parties, or either of them. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities, that are required to be incorporated into agreements of this character, are by this reference incorporated into this Agreement.

10. **Modifications.** No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to the Agreement and this Agreement, approved by the legislative bodies of both parties and signed by both parties.

11. **Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical disability in violation of applicable state and federal laws.

12. **Restriction on Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by either party.

13. **Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

14. **Entire Agreement.** This written document constitutes the entire agreement between the Port and the City. There are no other oral or written agreements between the parties as to the subjects covered herein.

15. **Notices.** All notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as below:


To the City: City of Sunnyside
Attn: Martin Casey, City Manager
818 E. Edison Avenue
Sunnyside WA 98944

To the Port: Port of Sunnyside
Attn: Jay Hester, Executive Director
2640 E. Edison Avenue
Sunnyside WA 98944

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.

City of Sunnyside

Port of Sunnyside

By: 
MARTIN CASEY
City Manager

By: 
JAY HESTER
Executive Director

Date: 3/10/2020

Date: 2-17-2020

CITY CONTRACT NO: A-2020-10
RESOLUTION NO: 2020-09
COUNCIL MTG: 03-09-2020