

**2ND AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN
THE PORT OF SUNNYSIDE
AND
THE CITY OF SUNNYSIDE**

THIS 2ND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE PORT OF SUNNYSIDE AND THE CITY OF SUNNYSIDE, hereinafter referred to as the "2nd Amendment", 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. On or about August 28, 2006, the City and the Port entered into an Interlocal Agreement for the construction and maintenance of landscaping within the southwest quadrant of Exit 67 on Interstate 82. This Interlocal Agreement is hereinafter referred to as the "Agreement", and the area subject to the Agreement is hereinafter referred to as the "Exit 67 SW Quadrant".

B. On or about May 4, 2016, the City and the Port entered into an Amendment to Interlocal Agreement, hereinafter referred to as the "Amendment", which replaced the Agreement in its entirety. The Amendment provided that the Port would be responsible to maintain the 5th Street Corridor, as defined within the Amendment, and the landscaping surrounding Snipes' Cabin, as identified within the Amendment. The Amendment also provided that as of June 1, 2016, the City would take over the responsibility to maintain the Exit 67 SW Quadrant.

C. The Port and the City now wish to provide that the Port will be responsible to maintain the Exit 67 SW Quadrant in addition to the 5th Street Corridor and the landscaping surrounding Snipes' Cabin.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals (which are hereby incorporated into and made part of this 2nd Amendment), 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 Exit 67 SW Quadrant – Port's Responsibility.** As of the effective date, the Port shall take over all maintenance obligations for the southwest quadrant of Exit 67 on Interstate 82. The southwest quadrant of Exit 67 on Interstate 82 is shown on Exhibit "A" attached to the Amendment referenced in Recital B and incorporated herein by reference. This includes, but is not limited to, 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, and the maintenance of other planted landscaping. As of the

effective date, the City shall not have any further obligations with regard to the southwest quadrant of Exit 67 on Interstate 82 except for the provision of irrigation water set forth in Section 3 below.

2. **Maintenance of 5th Street Corridor and Snipes' Cabin Landscaping – Port's Responsibility.** The Port shall continue to (i) maintain the irrigation lines, sprinklers and fixtures for the irrigation of the 5th Street Corridor and Snipes' Cabin Landscaping; (ii) be solely responsible for any and all repairs of the irrigation system for the 5th Street Corridor and Snipes' Cabin Landscaping as such are necessary and appropriate; (iii) notify the City in advance of any maintenance or repairs which require shut-off of the water; (iv) maintain the irrigated grass and other landscaping of the 5th Street Corridor and Snipes' Cabin Landscaping, including but not limited to mowing, lawn care, and maintenance of any other planted landscaping, and maintain the railing located on the 5th Street Corridor.

3. **Provision of Irrigation Water – City's Responsibility.** The City shall provide water to the irrigation system serving the Exist 67 SW Quadrant, the 5th Street Corridor, and the Snipes' Cabin Landscaping 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 the Exit 67 SW Quadrant, the 5th Street Corridor and Snipes' Cabin Landscaping in its sole discretion, and to determine the quality or type of water provided for such purposes.

4. **Effective Date.** This 2nd Amendment, and the responsibilities of the City and Port hereunder, shall be immediately effective upon the mutual execution of this 2nd Amendment.

5. **Ratification.** This 2nd Amendment supersedes any conflicting terms in the Agreement, as amended, and all other terms of the Agreement, as amended, which have not been modified or superseded by this 2nd Amendment are ratified and shall remain in full force and effect.

City of Sunnyside

By: 
MARTIN CASEY
City Manager

Date: 3/27/19

Port of Sunnyside

By: 
JAY HESTER
Executive Director

Date: 4/16/2019

CITY CONTRACT NO: A-2019-24
RESOLUTION NO: X
COUNCIL MTG: X