

## FIRST INTERLOCAL COOPERATIVE AGREEMENT AMENDMENT

**THIS AGREEMENT**, made and entered into this 14 day of September 2009 by and between **BENTON COUNTY, WASHINGTON** hereinafter called "COUNTY" and **PORT OF BENTON** a municipal corporation of the State of Washington, hereinafter called "PORT".

The parties entered into an Interlocal Cooperative Agreement dated June 25, 2007 (the "AGREEMENT") for capital improvements at Crow Butte Park.

The AGREEMENT specifies it may be extended by mutual written consent; and

The parties agree that all provisions of their amended agreement remain in effect except for the following amendments:

1. Section 3 – Consideration - the existing paragraphs shall be replaced in its entirety with the following:

(a) The Port agrees the Park will be open for use by the residents of Benton County during the usual Park season (Memorial Day weekend to Labor Day weekend) for the three (3) years covered by the funding provided for in Section 4 of this Agreement, i.e. 2010, 2011 and 2012. The Park may be operated by an entity other than the Port during this period of time and the users will be charged fees for the use of the Park facilities.

(b) In the event the Park is not available to the residents of Benton County during the period covered by this Agreement, the Port will reimburse the County a prorated share of the funds paid to the Port by the County for the capital improvements and repairs. The Port will repay the County one-third (1/3) of the County funds paid to the Port for each season the Park is closed. For instance, if the Park is open during 2010 and 2011 but is closed for the 2012 Park season, the Port will repay the County one-third (1/3) of the County's reimbursements to the Port.

2. Section 4 – Funding and Approval - the existing paragraphs shall be replaced in its entirety with the following:

The County hereby commits to provide funding in the amount of Fifty Thousand Dollars (\$50,000) per year for three (3) years, contingent upon County funds being budgeted and available for such purposes and approval by the Commissioners of the capital improvements and repairs proposed by the Port. Attached hereto as Exhibit B is a list of the capital improvements and repairs, which the Port is proposing for the Park. These proposed improvements and repairs are approved by the County for reimbursement from the County funds, which are available under this Agreement for the calendar year 2010.

(a) The Port may invoice the County for reimbursement of the costs of making the improvements or repairs set out on Exhibit B. Invoices may be submitted on a monthly basis until the improvements and repairs on Exhibit B have been completed; provided

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cc: Auditors; R. Ozuna; Port of Benton; Crow Butte Assn; A. Fyall

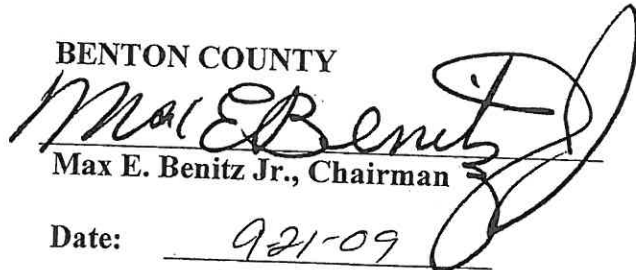
however, the total amount of the invoices in 2010 shall not exceed Fifty Thousand Dollars (\$50,000.00) and the County shall not be responsible for any costs incurred by the Port during 2010 in excess of Fifty Thousand Dollars (\$50,000.00).

(b) The Port and the County shall agree upon the capital improvements and repairs which will be made by the Port during 2011. After the County approves the proposed improvements and repairs, the Port may invoice the County for reimbursement of the costs of making the improvements or repairs. Invoices may be submitted on a monthly basis until the improvements and repairs approved for 2011 have been completed; provided however, the total amount of the invoices in 2011 shall not exceed Fifty Thousand Dollars (\$50,000.00) and the County shall not be responsible for any costs incurred by the Port during 2011 in excess of Fifty Thousand Dollars (\$50,000.00).

(c) The Port and the County shall agree upon the capital improvements and repairs which will be made by the Port during 2012. After the County approves the proposed improvements and repairs, the Port may invoice the County for reimbursement of the costs of making the improvements or repairs. Invoices may be submitted on a monthly basis until the improvements and repairs approved for 2012 have been completed; provided however, the total amount of the invoices in 2008 shall not exceed Fifty Thousand Dollars (\$50,000.00) and the County shall not be responsible for any costs incurred by the Port during 2012 in excess of Fifty Thousand Dollars (\$50,000.00).

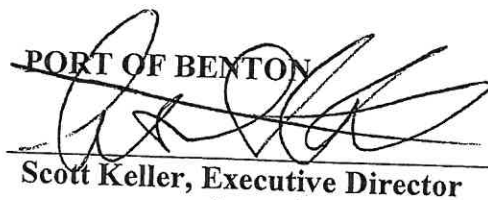
**IN WITNESS WHEREOF** the Chairman of the Board of the Benton County Commissioners has executed this Interlocal Cooperative Amendment on behalf of the County, and the Port has executed this Agreement, on the day and year first above written.

**BENTON COUNTY**

  
Max E. Benitz Jr., Chairman

Date: 9/21/09

**PORT OF BENTON**

  
Scott Keller, Executive Director

Date: 9/14/2009

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cc: Auditors; R. Ozuna; Port of Benton; Crow Butte Assn; A. Fyall

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# RESOLUTION

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BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

## IN THE MATTER OF THE FIRST AMENDMENT TO THE INTERLOCAL COOPERATIVE AGREEMENT BETWEEN BENTON COUNTY AND THE PORT OF BENTON FOR CAPITAL IMPROVEMENTS AT CROW BUTTE PARK; AMENDING RESOLUTION 07-428

**WHEREAS**, per resolution 07-428 dated June 25, 2007 the Board of Benton County Commissioners entered into an interlocal cooperative agreement with the Port of Benton in the amount one hundred and fifty thousand dollars (\$150,000), paid in increments not to exceed fifty thousand dollars (\$50,000) each year for three (3) years, 2007, 2008, and 2009 for capital improvements at Crow Butte Park; and

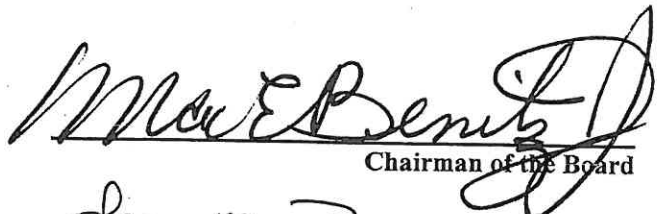
**WHEREAS**, said agreement expires December 31, 2009 and Section 7 states the parties may extend this agreement by mutual written consent; and

**WHEREAS**, Benton County Administrator is pleased with the services they have provided and wishes to extend the contact for an additional three (3) years with said interlocal cooperative agreement expiring December 31, 2012; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the first amendment to the interlocal cooperative agreement with the Port of Benton, extending the contract an additional three years and increasing the contact amount an additional one hundred and fifty thousand dollars (\$150,000), paid in increments not to exceed fifty thousand dollars (\$50,000) each year over the next three (3) years, 2010, 2011, and 2012, with a termination date of December 31, 2012.

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman of the Board to sign said interlocal cooperative agreement amendment attached hereto.

Dated this 21... day of ... Sept ....., 20 09

  
Chairman of the Board

  
Chairman Pro-Tem

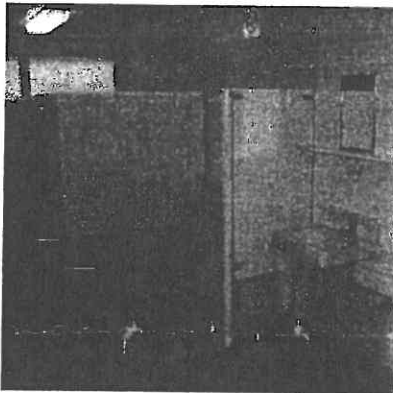
  
Member

Attest:   
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

**EXHIBIT B  
CROW BUTTE PARK - IMPROVEMENT NEEDS**

**2010 – DAY USE BATH HOUSE IMPROVEMENTS**



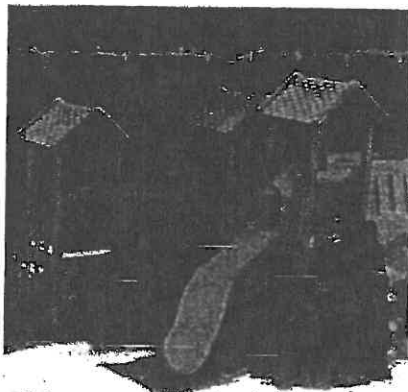
Replace plumbing fixtures & partitions	\$39,000.00
Replace mechanical systems	\$25,000.00
Replace lighting fixtures	\$21,000.00
Replace windows	\$18,000.00
Overlay floor and wall tiles	<u>\$30,000.00</u>
Subtotal	\$133,000.00
Washington State Sales Tax (7.7%)	\$10,241.00
Contractor Bonds and Mark-up (10%)	\$13,300.00
Contingency (15%)	\$19,950.00
<b>TOTAL 2010 IMPROVEMENT NEEDS</b>	<b>\$176,491.00</b>

**2011 – EXTERIOR VAULT TOILET REPLACEMENT**



Remove existing vault toilet	\$5,000.00
Furnish and install new CXT Restroom Unit	\$24,550.00
Improve Adjacent Parking Area for ADA	<u>\$3,500.00</u>
Subtotal	\$33,050.00
Washington State Sales Tax (7.7%)	\$2,544.85
Contractor Bonds and Mark-up (10%)	\$3,305.00
Contingency (15%)	\$4,957.50
<b>TOTAL 2011 IMPROVEMENT NEEDS</b>	<b>\$43,857.35</b>

**2012 – PLAYGROUND STRUCTURE AND TRAIL SYSTEMS**



Clearing and Excavation	\$3,500.00
Asphalt pathways	\$52,500.00
Engineered Wood Chip Ground Surface	\$5,850.00
ADA access ramps	\$1,750.00
Retaining wall	\$4,850.00
Playground structure	\$36,750.00
Swing set	<u>\$1,615.00</u>
Subtotal	\$106,815.00
Washington State Sales Tax (7.7%)	\$8,224.76
Contractor Bonds and Mark-up (10%)	\$10,681.50
Contingency (15%)	\$16,022.25
<b>TOTAL 2012 IMPROVEMENT NEEDS</b>	<b>\$141,743.51</b>