

**PORT OF WHITMAN COUNTY/CITY OF TEKOA**  
**MUTUAL COOPERATION AGREEMENT**

THIS AGREEMENT made and entered into this 5<sup>th</sup> day of July ~~XXXX~~, 2019, by the CITY OF TEKOA, WASHINGTON, a municipal corporation of the State of Washington, (herein "CITY"), and the PORT OF WHITMAN COUNTY, a municipal corporation of the State of Washington, (herein "PORT"), pursuant to the authority of each to enter into intergovernmental agreements.

**W I T N E S S E T H:**

WHEREAS, the Tekoa Airport (herein the "Airport") is operated and maintained by the CITY; and

WHEREAS, one goal of the PORT's Comprehensive Plan is assistance with Economic Development Programs of each community in the District; and

WHEREAS, the Port is authorized by statute to improve and maintain air transfer and terminal facilities within its District; and

WHEREAS, implementation of one of the PORT's off water development goals in the PORT's Comprehensive Plan includes enhancement and promotion of rural airports in the District; and

WHEREAS, the CITY has identified the need to replace the telemetry and "card-troll" system for the aviation fueling depot at the Airport as a priority infrastructure improvement at the Airport (herein the "Fuel Terminal Project"); and

WHEREAS, the CITY has requested that the PORT participate in the Fuel Terminal Project by providing Eighteen Thousand Dollars (\$18,000.00) (herein the "Funds") in PORT funds to be applied to the cost of the Fuel Terminal Project;

NOW, THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

1. The PORT shall provide Eighteen Thousand Dollars (\$18,000.00) to the CITY be used towards the cost of

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installation of a fuel service "card-troll" facility at the Airport (herein "the Project".)

2. The Funds may be transferred in full or in installments as requested by the CITY.

3. Said Funds shall be used exclusively for the cost of the Project identified herein and appropriate records and accounts for all such Funds shall be maintained by the CITY.

4. Upon the facility being placed in service of the Port shall receive seventy-five cents (\$.75) for every gallon of fuel sold by the CITY at the Airport. The CITY shall keep and maintain a record of all sales, which shall be available to the PORT at any time upon request. Payments to the Port shall commence on October 1, 2020, and on October 1, of each year thereafter until the total sum of nine thousand dollars (\$9,000.00) has been paid to the Port.

5. The PORT shall not be responsible for any additional Project costs, or matching funds.

6. The management of the Airport shall remain with the City of Tekoa.


7. The CITY shall be responsible for all permits and compliance with all public bid laws, and all other laws and regulations applicable to public projects and the administration, management and oversight of the Project.

8. The PORT shall not acquire title to or any interest in any property, real or personal, acquired in connection with the Project.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate by their respective duly authorized officials the day and year first above written.

PORT OF WHITMAN COUNTY


By

  
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Joseph R. Poire  
Executive Director

CITY OF TEKOA

By  Mayor

APPROVED AS TO FORM:

By  City Attorney