

Return to: City of Richland  
P.O. Box 190  
Richland, WA 99352

**INTERLOCAL COOPERATION AGREEMENT**  
**Keene Road Widening – Phase III**

THIS AGREEMENT is made and entered into this 9 day of February, 2009, by and between the City of Richland, whose address is P.O. Box 190, Richland, Washington, 99352 (hereinafter “the City”) and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter “the County”).

WHEREAS, in the interest of public safety and motor vehicle traffic safety, the County desires to have the City provide a two inch overlay on Queensgate Drive as defined in **Exhibit "A"**, in conjunction with the City's Keene Road Widening – Phase III; and

WHEREAS, the parties hereto agree that the City should act as the Contract Administrator pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 - .740 and in furtherance thereof, the City will execute the contract for the convenience and benefit of the County.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Contract Administration.** The City of Richland agrees to administer and oversee implementation of a two-inch overlay on Queensgate Drive as defined in **Exhibit "A"**, attached hereto and by this reference incorporated herein. The City contract administration responsibilities will include the following:
  - A. The preparation of plans, specifications, estimates, and bid solicitation documents. Plans, specifications, and estimates shall be submitted to Benton County for review prior to soliciting bids.
  - B. The selection of a contractor in accordance with all federal, state, and local laws and bidding requirements.
  - C. The award and execution of the construction contract and administration oversight of contract implementation, as part of their Keene Road Widening – Phase III project.

- D. The submission to the County of a certified statement setting forth all of the City's labor, engineering services, equipment, supplies and expenses involved in project design and contract administration.
  - E. Certify all payrolls to ensure that the amounts are appropriate for the local area and in compliance with all federal, state, and local laws.
  - F. Ensure that the contractor complies with all provisions of the construction contract and that all work is performed in accordance with Washington State Department of Transportation and Federal Highway Administration rules, regulations, and standards.
- 2. Responsibilities of Benton County:** The County shall have the following duties and responsibilities under this Agreement:
- A. Approve all specifications, plans, estimates, bid documents, and contract provisions.
  - B. Pay directly to the City all amounts set forth in certified statements of the City's labor, engineering services, equipment, supplies, and expenses involved in project design and contract administration allocated to the specific project described herein within thirty (30) days of receipt of a certified statement of these documents.
- 3. Representation, Warranties, and Indemnities:**
- A. The County represents and warrants to the City that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). The County agrees to assume and accept the City's contract obligations arising out of the County's portion of the Keene Road Widening – Phase III contract to be executed between the City and the contractor, notwithstanding the fact that the City will actually sign said contract for the convenience and benefit of the County. The County shall not at any time allow the City to become responsible for actual payment of any amounts due to the contractor under their portion of the Keene Road Widening – Phase III contract regardless of whether any dispute may arise with said contractor.
  - B. The City represents and warrants to the County that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). The City shall not at any time allow the County to become responsible for actual payment of any amounts due to the contractor under their portion of the Keene Road Widening – Phase III contract regardless of whether any dispute may arise with said contractor.
  - C. Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of that party's employees and agents while performing this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party. In addition, the City shall indemnify the County for any damages recovered from the performance bond of the contractor.

4. **Duration of Agreement.** The term of this Agreement shall commence upon the execution by both parties and shall expire on or before December 31, 2010.
5. **Termination of Agreement.** This Agreement may be terminated by either party, by providing written notice to the designated contacts for each party identified in Section 12 of this Agreement. This written notice must be served on the other party within sixty days (60) of the date of termination.
6. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
7. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
8. **Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
9. **Entire Agreement.** This Agreement, including Exhibits "A", "B" and "C" and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
10. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.
11. **Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.
12. **Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Benton County:

Benton County Public Works  
P.O. Box 1001  
Prosser, WA 99350-0954

To City of Richland:

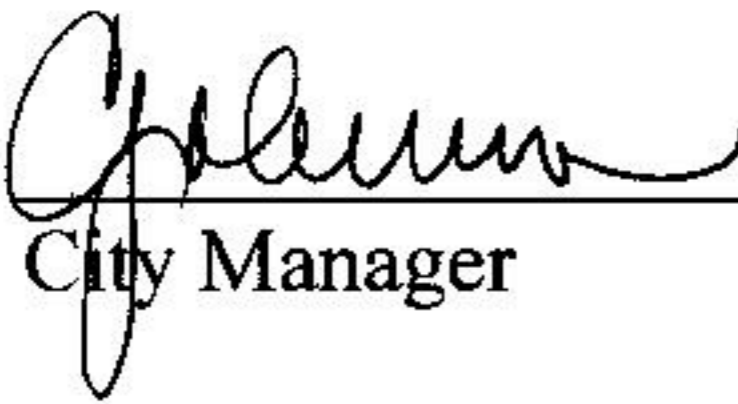
City of Richland Public Works  
P.O. Box 190, MS-26  
Richland, WA

**13. Filing of Agreement.** A copy of this Agreement shall be filed with the City Clerk of the City of Richland and with the Benton County Auditor.

**14. Evidence of Authority.** Upon execution of this Agreement, the City shall provide Benton County and Benton County shall provide the City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "B"** (City) and **Exhibit "C"** (County).

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF RICHLAND,  
WASHINGTON

By:   
City Manager

Attest:

  
City Clerk

Date: 2/9/09

Approved as to form:

  
Attorney, City of Richland

Date: 2/6/09

BENTON COUNTY,  
WASHINGTON

By:   
Chairman, Board of County  
Commissioners

Attest:

  
Clerk of the Board

Date: 1-5-09

Approved as to form:

  
Benton County Prosecuting Attorney

Date: 12/20/08

**Exhibit "A"**

<b>Street Name</b>	<b>From</b>	<b>To</b>	<b>(Mi)</b>
Queensgate Drive	Richland City Limits, M.P. 0.00 Located 0.113 Mi. North of Keene Road	State Limits, M.P. 0.203	0.203

Exhibit "B"

CERTIFICATION

I, Debra C. Barham, duly appointed Chief Deputy Clerk of the City of Richland, Washington, do hereby certify that the following is a true and correct excerpt of the Minutes of the Richland City Council meeting held on the 20th of January 2009 describing adoption of a motion to authorize the Mayor to sign a 2008 Interlocal Cooperation Agreement with Benton County for the City to pave Queensgate Drive within the County.

Dated this 20<sup>th</sup> day of January 2009.

  
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Debra C. Barham, Chief Deputy Clerk

CONSENT AGENDA

**Consent Calendar:** (Approved in its entirety by Single Roll Call Vote – No Discussion)

1. Transportation Funding Exchange with City of West Richland for Leslie Road Project (ROGALSKY)
2. Agreement with Dale Thomas Commercial HVAC Services, Inc. for Participation in City Weatherization Program (SIELER)
3. Keene Road Phase 3 Project Consultant Agreement and Washington State Department of Transportation Funding Agreement (ROGALSKY)
4. Queensgate Drive Overlay Interlocal Agreement with Benton County (ROGALSKY)
5. Application to National Recreation Parks Association for Achieve Healthy Communities Demonstration Site Grant (STRONG)
6. Travel for Council Members Mazur, Revell, Sullivan, and Thompson (JOHNSON)
7. Ordinance Amending RMC Chapter 5.13 Regarding Business Licenses Itinerant Merchants (First Reading) (MUSSON)
8. Ordinance Amending RMC Title 7: Animals, Relating to Definitions of Terms and General Housekeeping Changes (MUSSON)
9. Ordinance Amending RMC Chapter 12.03, Road Impact Fees (ROGALSKY)
10. Ordinance Amending RMC Titles 12: Streets, 23: Zoning, and 27: Signs, Creating Central Business and Winery Districts, Plus Other Minor Amendments to Standards and Usage (KING)
11. Ordinance Establishing Preliminary Assessment Roll for Hunt Avenue Sewer Local Improvement District No. 192 (ROGALSKY)
12. Resolution Approving 2009-2011 Collective Bargaining Agreement with Richland Police Guild (BEECHER)

Exhibit "C"

RESOLUTION 09 021

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF RICHLAND AND BENTON COUNTY TO OVERLAY QUEENSGATE DRIVE

WHEREAS, the City of Richland be will be overlaying city streets in the Queensgate area as a part of the Keene Road Widening – Phase III, and

WHEREAS, the Benton County desiring to have Queensgate Drive overlayed, has requested that the City of Richland undertake the overlaying of Queensgate Drive as a part of the City of Richland's contract to overlay city streets, and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office, and

WHEREAS, the Director of Public Works has recommended approval of said Interlocal Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement by and between the City of Richland and Benton County for the overlaying of the County's portion of Queensgate Drive is hereby approved and the Chairman is authorized to sign said agreement.

Dated this 5 day Jan 2009.

*Max E. Bennett*  
Chairman

*Leo M. Bowen*  
Chairman Pro-Tem

*James P. Bowen*  
Member

Attest: *Carrie M. Jui*  
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

RBD:SWB