

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF RICHLAND AND BENTON COUNTY, WASHINGTON,
for
NEW TRAILHEAD PARK PARKING LOT

THIS INTERLOCAL COOPERATIVE AGREEMENT is effective as of the date signed by the following parties: the City of Richland, Washington, a Washington Municipal Corporation, hereinafter "CITY", and Benton County, Washington, a political subdivision of the State of Washington, hereinafter "COUNTY," hereinafter jointly referred to as the "Jurisdictions".

WHEREAS, the Jurisdictions are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Jurisdictions; and,

WHEREAS, Trailhead Park is a publicly-accessible park owned and operated by the CITY, and Badger Mountain Centennial Preserve is a publicly-accessible park owned and operated by the COUNTY; and,

WHEREAS, the two parks share a common boundary; and the primary access into the Badger Mountain Centennial Preserve is across and through Trailhead Park; and,

WHEREAS, the Jurisdictions have determined that constructing an additional paved parking area at Trailhead Park would benefit both the users of Badger Mountain Centennial Preserve and Trailhead Park, and is in the best interest of the Jurisdictions and the public; and,

WHEREAS, said additional parking area will support and serve visitors to the two parks and facilitate increased access to and usage of them; and,

WHEREAS, the Port of Kennewick is also contributing to the parking lot project under separate agreement with the CITY; and,

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this project is best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:

Section 1. Purpose. The purpose of this Agreement is to establish the respective roles of the Jurisdictions in the construction, financing and maintenance of an additional paved parking area within Trailhead Park, a park owned by CITY and managed within its Department of Parks and Recreation. This additional paved parking area shall be hereinafter referred to as the "NEW LOT."

Section 2. Designated Contacts. The designated contacts for the purposes of administration of this agreement shall be:

CITY: Phil Pinard
Richland Parks and Recreation Department
2700 Duportail Street
Richland, Washington 99352
509-942-7529 / ppinard@ci.richland.wa.us

COUNTY: Adam J. Fyall
Benton County Commissioners' Office
7122 West Okanogan Place
Kennewick, Washington 99336
509-736-3053 / adam.fyall@co.benton.wa.us

Section 3. Planning and Construction. The CITY shall do the following, utilizing any of its elected officials, employees, or agents as it sees fit to accomplish the task:

- (a) Create any plans necessary and engage in any engineering, soil testing, or any other process or procedure upon which initiation or completion of the NEW LOT is made necessary by operation of any ordinance, statute or administrative rule;
- (b) Put the project out for bid in compliance with all laws governing public works;
- (c) Sign an appropriate contract with an appropriate contractor or contractors for purposes of constructing the NEW LOT;
- (d) Oversee and administer the construction of the NEW LOT including resolving any disputes which may come about with the contractor;
- (e) Inspect the NEW LOT at stages required by contract, inspection ordinances or laws, including at the final stage;
- (f) Certify the NEW LOT for occupancy if and when appropriate;
- (g) Maintain and clean the NEW LOT, after it is placed into service, as it does and would any other parking area located in one of its city parks;
- (h) Repaint the lines within the surface parking area of the NEW LOT on a regular schedule so as to keep them easily visible for public users under normal daytime and low-light conditions; and,
- (i) Safeguard the NEW LOT, in the same manner as it safeguards other parking areas within City parks;

Section 4. New Lot Standards. The CITY is responsible for the ultimate planning and engineering of the NEW LOT including method of construction and materials used; PROVIDED the parking surface and the two ingress/egress areas shall be paved with a standard asphalt product, and painted with lines such that the NEW LOT will have parking spaces for at least 75 passenger vehicles.

Section 5. Funding. COUNTY shall reimburse the CITY for direct costs the CITY incurs in the planning and construction of the NEW LOT, up to a maximum amount of \$35,000, after the CITY has been reimbursed by the Port of Kennewick for

the first \$150,000 of costs incurred in the planning and construction of the NEW LOT. PROVIDED, that COUNTY shall not be required to, and will not, reimburse any portion of the salary of any CITY elected official, employee or agent, even if such elected official, employee or agent devotes substantial time to the NEW LOT. The reimbursement of costs is further subject to the following conditions:

- (a) The COUNTY is not obligated to provide any reimbursement unless and until the CITY has sought and obtained reimbursement of \$150,000 from the Port of Kennewick for costs to construct the NEW LOT;
- (b) Reimbursement shall be for actual costs incurred in the planning and construction, including any site surveys, design work, engineering or other incidental work, only; and
- (c) Reimbursement shall not be sought until the NEW LOT has been certified for occupancy, the NEW LOT has been placed into service to the public, all contractors and sub-contractors have been paid and retainage has been released, and CITY has provided COUNTY with an accounting of the costs incurred in the planning and construction of the project.

Section 6. Ownership and Consideration. Nothing in this Agreement is intended to modify or impede CITY'S ownership of the property upon which NEW LOT will be located, and CITY, at all times, shall retain full title to the property as well as the NEW LOT, at all stages of construction and upon completion. As consideration for COUNTY'S reimbursement of CITY'S construction costs as set out above, CITY agrees to the following conditions on the operation of the NEW LOT:

- (a) Once the NEW LOT is completed, certified for occupancy and placed into service, the CITY shall allow users of Badger Mountain Centennial Preserve, a County park, reasonable access to NEW LOT in accordance with the same rules and restrictions as users of Trailhead Park, so long as Trailhead Park continues to be a City park. The CITY will not construct, nor, to the extent authorized by law, allow others to construct any physical impediments to access to the NEW LOT by users of Badger Mountain Centennial Preserve, such as fences and the like. The CITY shall allow the COUNTY, if it so wishes, to place signs or other indicators at Trailhead Park indicating the availability of the NEW LOT to users of the Badger Mountain Centennial Preserve. Such signs or other indicators shall be acquired at COUNTY'S own cost, and subject to review and approval of the City's Parks & Public Facilities Director. City approval shall not be unreasonably withheld.
- (b) CITY shall operate Trailhead Park and the NEW LOT for at least ten (10) years or it shall repay to the COUNTY all funds paid by the COUNTY to the CITY under this Agreement.

Section 7. Modification. This Agreement may be modified only by written amendment signed by both Jurisdictions.

Section 8. Indemnification. CITY shall indemnify, hold harmless and defend COUNTY, its elected officials, employees and agents, from all claims, lawsuits, or any liability whatsoever, including costs and attorney's fees, for property loss or

damage, bodily injury, sickness or death, personal and advertising injury, and any other tort loss, related to or arising from:

- (a) CITY'S planning and construction of the NEW LOT;
- (b) The use of the NEW LOT by any person;

The CITY'S responsibilities under this indemnification provision include investigating, adjusting and defending the alleged loss. PROVIDED, the CITY shall have no obligation to indemnify COUNTY to the extent that the alleged loss is caused by the sole negligence of the COUNTY, its elected officials, employees, or agents.

Section 9. Term of Agreement and Termination.

(a) The term of this Agreement shall become effective on full execution hereof.

(b) This Agreement shall continue so long as the CITY allows the NEW LOT to be used by the public and shall not be terminated prior to thereto except by mutual agreement of the Jurisdictions.

Section 10. Inspection of Records. The records and documents with respect to all matters covered by this Agreement shall be available for inspection by either Jurisdiction during the term of this Agreement and for three years after its expiration.

Section 11. Administration and Manner of Holding Property. The CITY shall acquire, hold, and dispose of the NEW LOT pursuant to the terms of this Agreement and shall manage and administer the NEW LOT and the obligations associated with its operation.

Section 12. No Separate Legal Entity. It is not the intention of this Agreement to create a separate legal entity to conduct the cooperative undertaking and none of the provisions of this Agreement should be construed as such. The acquiring, holding or disposing of real or personal property is not contemplated by or authorized by this Agreement.

Section 13. Severability. In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not effect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

Section 14. Filing. Per RCW 39.34.040, the County shall record this Agreement with the Benton County Auditor.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year written below.

CITY OF RICHLAND

C Reents
Cynthia D. Reents, ICMA-CM
City Manager

Date: 2-25 2016

ATTEST:

Maria Hopkins
City Clerk

Date: 2-25 2016

APPROVED AS TO FORM:

Heather Kintzley
Heather Kintzley, City Attorney

Date: 2-23-16 2016

STATE OF WASHINGTON)
)
COUNTY OF BENTON)

ss.

I certify that I know or have satisfactory evidence that Cynthia D. Reents is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 25 day of February 2016



Debra C Barham
Signature of Notary

DEBRA C. BARHAM
Print or stamp name of Notary
Notary Public for the State of
Washington, residing at
BENTON COUNTY
My appointment expires 11/16/16

BENTON COUNTY

Shon Small

Shon Small, Chairman
Board of County Commissioners

Date: 4-19-2016 2016

ATTEST:

Carrie Meyer

Clerk to the Board

Date: April 19 2016

APPROVED AS TO FORM:

Ryan K Brown

Deputy Prosecuting Attorney

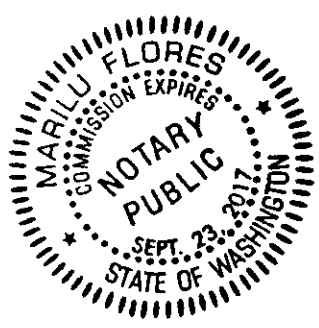
Date: January 19, 2016

STATE OF WASHINGTON)
)
COUNTY OF BENTON)

ss.

I certify that I know or have satisfactory evidence that Shon Small is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 19 day of April, 2016.



Marilu Flores
Signature of Notary

Marilu Flores
Print or stamp name of Notary
Notary Public for the State of
Washington, residing at

Drosser, WA
My appointment expires _____

RESOLUTION

2015 676

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CONSTRUCTION OF A NEW PARKING LOT AT TRAILHEAD PARK NEAR BADGER MOUNTAIN – A PARTNERSHIP WITH THE CITY OF RICHLAND

WHEREAS, Benton County's Badger Mountain Centennial Preserve (the "Preserve") has become one of the most popular parks in the Tri-Cities area, receiving over 200,000 visitors each year; and,

WHEREAS, the majority of visitors to the Preserve enter the property via the "Canyon Trail", which is accessed from Trailhead Park, which is located adjacent to the Preserve on the north side, and which is owned and maintained by the City of Richland; and,

WHEREAS, the City has constructed two parking lots in Trailhead Park over the years, but the popularity of the adjoining Preserve has outpaced the capacity of the parking lots to meet visitor parking demands on a regular basis throughout the year; and,

WHEREAS, the City intends to construct a third, larger lot, that will increase overall off-street parking capacity at Trailhead Park to more than 100 cars at any time; and,

WHEREAS, through its own funds, and with funds donated toward the project by the Port of Kennewick, the City has the ability to construct the new parking lot with a gravel surface treatment; and,

WHEREAS, a finished parking lot with an asphalt surface treatment is preferred for maintenance, aesthetic, and traffic management reasons; but a paved parking lot is beyond capacity of the City's capital budget for the project; and,

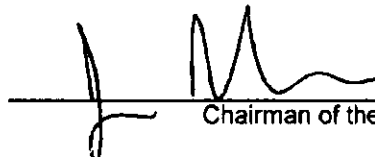
WHEREAS, the City has requested funding assistance from Benton County up to an amount of \$35,000.00 to go toward finishing the project with full asphalt paving and striping; and,

WHEREAS, the Benton County Park Board and Benton County Parks Department staff have reviewed the proposal, concur with its relevance and benefit to the County's Preserve, and have recommended that Benton County participate in the project through the use of Park Development funds; **NOW THEREFORE**,


BE IT RESOLVED, by the Benton County Board of Commissioners that the proposed project to construct and pave a new parking lot at the City of Richland's Trailhead Park will be a substantial improvement to the overall Badger Mountain visitation experience and will be a direct benefit to visitors of Benton County's Badger Mountain Centennial Preserve.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby directs County staff to work with the City of Richland to develop an agreement for review and confirmation by the Board at a future date for the transfer of up to \$35,000.00 to the City for the project, to be paid from the Park Development Fund.

Dated this 22 day of September, 2015.


Chairman of the Board


Member


Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....

Clerk of the Board

RESOLUTION

2016 332

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CONSTRUCTION OF A NEW PARKING LOT AT TRAILHEAD PARK NEAR BADGER MOUNTAIN – SIGNING AN INTERLOCAL COOPERATIVE AGREEMENT WITH THE CITY OF RICHLAND

WHEREAS, The Board of Benton County Commissioners reviewed a partnership proposal from the City of Richland for financial assistance toward construction of a new parking lot in the City's Trailhead Park at the base of Benton County's Badger Mountain Centennial Preserve; and,

WHEREAS, the Board of Commissioners concurred with staff and the Benton County Park Board, finding the proposal to be in the community's interest and a prudent investment of County funds; and,

WHEREAS, through the passage of Resolution 2015-676 on September 22, 2015, the Board of Commissioners directed staff to work with the City of Richland to develop an interlocal cooperative agreement that would function to facilitate a transfer of funds from the County for use in constructing the parking lot; and,


WHEREAS, County staff has negotiated an interlocal cooperative agreement with the City of Richland for the expenditure of up to \$35,000.00 in County funds towards the new parking lot which will serve the Badger Mountain Centennial Preserve, and said agreement has been approved to form by the County Prosecutor and signed by the Richland City Manager; **NOW THEREFORE**,

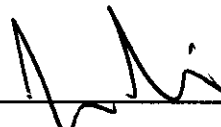
BE IT RESOLVED, by the Benton County Board of Commissioners that the proposed project to construct a new paved parking lot at the City of Richland's Trailhead Park will be an important improvement to the overall Badger Mountain visitation experience and will be a substantial direct benefit to visitors of Benton County's Badger Mountain Centennial Preserve.

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes the Chairman to sign an interlocal cooperative agreement between Benton County and the City of Richland that will facilitate completion of the parking lot project, resulting in the transfer of up to \$35,000.00 to be paid from the Park Development Fund for the project.

Dated this 19 day of April, 2016.


Chairman of the Board


Member


Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig:
cc: Auditor, City of Richland Parks & Recreation Department

Parks
Prepared by: A.J. Fyall