



WHEN RECORDED RETURN TO:

CONTRACT NO. 48-16

Richland City Clerk  
PO Box 190, MS-05  
Richland, WA 99352

**INTERLOCAL COOPERATIVE AGREEMENT**  
*BETWEEN*  
**THE CITY OF RICHLAND AND THE PORT OF BENTON, WASHINGTON**  
*FOR*  
**2016 SLURRY SEAL PROJECT**

**THIS INTERLOCAL COOPERATIVE AGREEMENT** is entered into this 1 day of March, 2016, between the City of Richland, a municipal corporation of the State of Washington, hereafter referred to as "Richland," and the Port of Benton, Washington, a political subdivision of the State of Washington, hereafter referred to as "Port," or referred to collectively as the "Jurisdictions."

**I. RECITALS**

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided that such contract shall be authorized by the governing body of each Party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the City of Richland has prepared a 2016 Slurry Seal contract to perform pavement preservation and maintenance on a number of City streets; and

WHEREAS, the Port of Benton has a pavement management program that includes slurry seals on various Port-owned streets; and

WHEREAS, the Port of Benton's program is small in comparison to the City's program;  
and

WHEREAS, the Jurisdictions have determined that including the Port of Benton's 2016 slurry seal projects into the City's 2016 Slurry Seal contract is in the best interests of the Jurisdictions and the public; and

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort may be 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:

## II. AGREEMENT

**Section 1. Purpose and Scope of Work:** The purpose of this Agreement is to formalize a commitment to preserve portions of Port of Benton Boulevard, Richardson Road, Terminal Drive and Larson Road owned by the Port of Benton by applying a slurry seal to the streets as shown on attached Exhibit A.

**Section 2. Administration:** This Agreement shall be administered by the Richland City Manager or her designee. Such person shall be responsible for:

- (a) Establishing policies for implementing this Agreement;
- (b) Providing periodic progress reports to the elected officials of each Jurisdiction;
- (c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

**Section 3. Funding:** The Port of Benton hereby commits to provide funding as set forth below:

- (a) Contract work (including 10% contingency): \$ 84,000
- (b) Contract administration/inspection: \$ 1,000

This funding shall be used for the Project construction listed in the Bid Tabulations under Schedule B per the 2016 Slurry Seal contract documents.

**Section 4. Development and Bid Award Requirements:** Each Jurisdiction hereby commits to the provisions as set forth below:

- (a) The City will include the locations of the Port's slurry seal areas and generate biddable construction drawings by March 11, 2016.
- (b) The City will advertise the project for bids on March 13, 2016.
- (c) The City will open bids on March 31, 2016.
- (d) The Port will review the bid received for Schedule B of the project and notify the City in writing if the bid is acceptable for award by April 11, 2016.

**Section 5. Modification:** This Agreement may be modified only by written consent of each Jurisdiction.

**Section 6. Term of Agreement and Termination:**

- (a) The term of this Agreement shall become effective on full execution hereof.
- (b) This Agreement shall expire on the date of completion of the Project[s].

**Section 7. Inspection of Records:** The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement and for three years after its termination.

**Section 8. No Separate Legal Entity:** It is not the intention that a separate legal entity be established to conduct the cooperative undertaking, nor shall any acquiring, holding or disposing of real or personal property occur under this Agreement.

**Section 9. 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 affect 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 10. Venue, Applicable Law and Personal Jurisdiction:** All questions related to this Agreement shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in Benton County Superior Court. The parties each consent to the personal jurisdiction of such court.

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

**CITY OF RICHLAND, WASHINGTON**



CYNTHIA D. REENTS  
City Manager

Date: 3/4/2016

**PORT OF BENTON**



SCOTT D. KELLER  
Executive Director

Date: 2/26/16

**ATTEST:**



MARCIA HOPKINS  
City Clerk

**ATTEST:**



STUART DEZEMBER, Finance  
Director

**APPROVED AS TO FORM:**

  
HEATHER KINTZLEY  
City Attorney

**APPROVED AS TO FORM:**

