

Return to: Benton County Engineer  
P.O. Box 1001  
Prosser, WA 99350

CONTRACT NO. 141-17

**INTERLOCAL COOPERATION AGREEMENT**  
**Between the**  
**CITY OF RICHLAND and BENTON COUNTY**  
***RE: Bridge Inspection***

THIS AGREEMENT is made and entered into this 30<sup>th</sup> day of May, 2017, by and between the **City of Richland**, a Washington municipal corporation whose address is P.O. Box 190, Richland, WA 99352 (hereinafter “the City”) and **Benton County**, a political subdivision of the State of Washington, whose address is P.O. Box 1001, Prosser, WA 99350 (hereinafter “Benton County”).

WHEREAS, the City, having a population greater than 5,000, is not eligible for free bridge inspection by Benton County, and not having personnel trained to undertake bridge inspection as required by the Federal Highway Administration (“FHWA”) desires to utilize Benton County personnel to inspect two City bridges; and

WHEREAS, the parties hereto agree that Benton County should inspect the City’s bridges pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 - .740.

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

**1. Purpose & Responsibilities of Benton County:** The purpose of this Agreement is for Benton County to provide bridge inspection services to the City under the following terms and conditions.

**A. Bridges Covered by Agreement.** Benton County agrees to provide inspection services for the two (2) City bridges identified as follows:

1. Structure ID# 0001281A – CID canal crossing on Columbia Park Trail
2. Structure ID# 08687000 – CID canal crossing on Steptoe Street

- B. County Oversight.** Benton County Project Manager will oversee Lead Inspector and Assistant Inspector in all aspects of bridge inspection and file maintenance.
- C. Field Inspections.** Complete visual field inspections on both bridges will be conducted every 24 months.
1. Benton County will complete inspection reports and data entry; and
  2. Benton County will comply with all requirements of the Washington State Department of Transportation (“WSDOT”) Local Programs Bridge Preservation Office.
- D. Digital Photos.** Benton County will take digital photos as required by WSDOT Local Programs Bridge Preservation Office. Additional photos, as deemed necessary by the City, may be requested by the City and taken at the discretion of Benton County.
- E. Damage/Repair Reports.** Benton County will prepare damage and/or repair reports if necessary and provide copies of the same to the City.
- F. Inspection Reports.** Benton County will route a copy of all inspection reports to the City along with any damage or repair reports prepared under subsection 1. E. above.
- 2. Responsibilities of the City of Richland:** The City shall have the following duties and responsibilities under this Agreement:
- A. Right of Entry.** The City hereby grants to the County and WSDOT the right of entry upon all land which the City has interest, within or adjacent to the bridges (as described under subsection 1.A.) for the purpose of accomplishing the work described as part of this Agreement.
- B. Review all Reports.** The City shall review all inspection, damage, and/or repair reports and provide any comment, inquiry, or request for further action in writing within thirty (30) days of receiving said report from Benton County.
- C. Maintenance/Repair.** Perform, or retain approved consultant, private contractor, or WSDOT Bridge Preservation Office expertise to perform, maintenance and repair of all City bridges, if necessary. *Note:* The Bridge Office maintains files on consultants qualified to provide bridge inspection services.
- D. Maintain Current Contact Information.** The City shall keep information current on level of contact in case of emergency closure.
- E. Reimburse County for Costs.** The City shall reimburse all Benton County costs for personnel, equipment, etc., for inspection of the bridges, preparation and submittal of reports, and maintenance of the bridge files.

**3. Representation, Warranties, and Indemnities.**

- A. The City represents and warrants to Benton County that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).
- B. Benton County represents and warrants to the City that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2).

**4. Duration of Agreement.** The term of this Agreement shall commence upon the execution by both parties. This Agreement shall expire on December 31, 2019.

**5. Termination of Agreement.** This Agreement may be terminated by either party by providing thirty (30) days written notice to the designated contacts for each party identified in Section 13 of this Agreement. Termination shall be effective on the 31<sup>st</sup> day after notice of termination is sent pursuant to Section 13.

**6. Liability / Hold Harmless.**

- A. The City shall hold harmless, indemnify and defend Benton County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Agreement, or caused or occasioned in whole or in part by reason of the presence of Benton County or its subcontractors or their property upon or in the proximity of the property of the City. PROVIDED, that the City's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of Benton County, its officers, officials, employees or agents.
- B. In any and all claims against Benton County, its officers, officials, employees or agents by any employee of the City, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the City or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the City expressly waives any immunity the City might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Agreement, the City acknowledges that the foregoing waiver has been mutually negotiated by the parties and that this Section (6) shall survive termination and expiration of this Agreement.**

7. **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.
8. **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.
9. **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.
10. **Entire Agreement.** This Agreement 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.
11. **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.
12. **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.
13. **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 – Attn: Public Works  
505 Swift Blvd.  
Richland, WA 99352

- 14. Filing of Agreement.** This Agreement shall be filed with the Benton County Auditor in compliance with RCW 39.34.050.
- 15. 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 “A”** (City) and **Exhibit “B”** (County).
- 16. Entity status.** This Agreement shall not require formation of any new governance entity. No property will be acquired or held, and no joint board or administrator is necessary to accomplish the purpose of this Agreement.
- 17. Budget.** This Agreement does not require establishment of a budget or any manner of financing.
- 18. Waiver.** No waiver by either party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

*[Signature Page to Follow]*

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

BENTON COUNTY,  
WASHINGTON

By:   
City Manager

By:   
Chairman, Board of County  
Commissioners

Date: 6/1/17

Date: 6-27-2017

Attest:

Attest:

  
City Clerk

  
Clerk of the Board


Date: 6-1-17

Date: 6-27-2017

Approved as to form:

Approved as to form:

  
Richland City Attorney

  
Benton County Prosecuting Attorney

Date: 5-30-17

Date: 7/27/17

**RESOLUTION NO. 85-17**

**A RESOLUTION of the City of Richland authorizing the execution of an Interlocal Cooperation Agreement with Benton County for annual bridge inspections.**

**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 in provision of public services; and**

**WHEREAS, pursuant to RCW 39.34.080, any public agency is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and**

**WHEREAS, the Federal Highway Administration (FHWA) requires that all bridges be inspected annually; and**

**WHEREAS, the City of Richland has two (2) bridges that require annual inspections: Structure ID# 0001281A – CID canal crossing on Columbia Park Trail, and Structure ID# 08687000 – CID canal crossing on Steptoe Street; and**

**WHEREAS, the City of Richland does not have staff qualified to perform these bridge inspections; and**

**WHEREAS, the City, having a population greater than 5,000, is not eligible for free bridge inspection by Benton County qualified staff; and**

**WHEREAS, Benton County is willing to provide the required inspection services to the City of Richland through the use of an Interlocal Cooperation Agreement that calls for Richland to reimburse Benton County for the actual costs of performing the required inspections; and**

**WHEREAS, Richland staff recommends execution of the proposed Interlocal Agreement as the most efficient way to comply with FHWA requirements.**

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an Interlocal Cooperation Agreement with Benton County for annual bridge inspection services.**

**BE IT FURTHER RESOLVED that this resolution shall take effect immediately.**

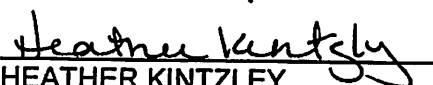
ADOPTED by the City Council of the City of Richland at a regular meeting on the 2<sup>nd</sup> day of May, 2017.

  
ROBERT J. THOMPSON  
Mayor

ATTEST:

  
MARCIA HOPKINS  
City Clerk

APPROVED AS TO FORM:

  
HEATHER KINTZLEY  
City Attorney



RESOLUTION

2017 454

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF RICHLAND FOR BRIDGE INSPECTION SERVICES

WHEREAS, pursuant to RCW 39.34, local government units are permitted 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, the City of Richland has need of a certified bridge inspector which Benton County can provide; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

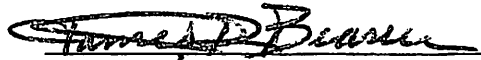
WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and desires to enter into the attached agreement as being in the best interest of Benton County, NOW, THEREFORE,

BE IT RESOVLED the Benton County Board of Commissioners hereby approves the attached Interlocal Cooperative Agreement between Benton County and the City of Richland for bridge inspection services through the Benton County Road Department; and

BE IT FURTHER RESOLVED the Board authorizes the Chairman to sign said Agreement on behalf of Benton County; and

BE IT FURTHER RESOLVED this Agreement shall be effective on the last date executed and shall continue until December 31, 2019.

Dated this 27th day of June 2017



Chairman

JEROME DELVIN - ABSENT

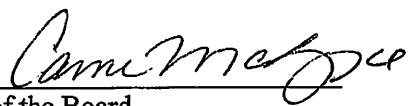
Chairman Pro-Tem



Member

Attest:

Clerk of the Board



Constituting the Board of County Commissioners of Benton County, Washington