

**INTERLOCAL AGREEMENT
BETWEEN CITY OF WEST RICHLAND
AND CITY OF BENTON CITY
FOR STREET SWEEPING SERVICES**

THIS AGREEMENT IS ENTERED into by and between the CITY OF WEST RICHLAND, a municipal corporation of Benton County, Washington, hereinafter referred to as "West Richland" and CITY OF BENTON CITY, a municipal corporation of Benton County, Washington, hereinafter referred to as "BENTON CITY", for street sweeping services, and is effective upon execution by both parties.

WHEREAS, the City of West Richland and the City of Benton City are authorized to enter into interlocal cooperation agreements as set forth in Chapter 39.34 RCW, and

WHEREAS, the proposed interlocal cooperation agreement meets the City of West Richland's Strategic Focus Area #3, Financial and Operational Effectiveness, Stability and Accountability, Goal #5, collaborate with other public and private entities to improve quality and efficiency of services and cost savings; and

WHEREAS, the City of Benton City does not own or operate street sweeping equipment; and

WHEREAS, the City of Benton City desires to enter into an agreement for routine street sweeping services with City of West Richland; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, City of West Richland and City of Benton City agree to the following terms and conditions as follows:

Section 1. GENERAL AGREEMENT

West Richland and Benton City shall comply with the terms of this Agreement, which govern the provision of street sweeping services by West Richland on behalf of Benton City.

Section 2. RESPONSIBILITIES OF WEST RICHLAND

West Richland, by and through its employees, agents, and representatives shall have the following responsibilities;

- A. West Richland shall provide street sweeping services for Benton City during normal business hours (Monday through Friday, 7:00 am to 3:30 pm, excluding holidays).
- B. West Richland shall provide said service on "main" streets three times a year (April, July & October) as shown in Attachment A attached hereto and as otherwise requested by Benton City.
- C. West Richland shall provide said service on "residential" streets once a year (July) as shown in Attachment A attached hereto and as otherwise requested by Benton City.
- D. West Richland shall only undertake additional street sweeping services if requested in writing by any one of the following Benton City Representatives: Mayor, Clerk or Maintenance Utility Foreman.
- E. West Richland shall have the right to refuse to provide street sweeping services on specific roadway segments if West Richland believes it would likely pose a threat to life, safety, or lead to equipment damage. In this event, West Richland shall notify Benton City by contacting the Maintenance Utility Foreman, Kyle Kurth, at 509-588-3322.
- F. West Richland shall coordinate/schedule specific street sweeping dates a minimum of five (5) working days prior to street sweeping services being performed.
- G. West Richland to notify Benton City of any circumstance(s) that could reasonably lead to the temporary or long-term disruption of street sweeping services.
- H. West Richland shall provide a written invoice to Benton City for any work completed under this Agreement. Invoices shall detail the date(s) of work, hours worked and general description of work completed. The 2012 combined hourly rate for labor and equipment shall be as shown in Attachment B attached hereto. The hourly rate shall be billed from the West Richland shop to West Richland shop.

Section 3. RESPONSIBILITIES OF BENTON CITY

The City of Benton City, by and through its employees, agents, and representatives, shall have the following obligations:

- A. Benton City shall pay the invoice within thirty (30) days of receipt. If Benton City fails to pay any invoice within thirty (30) days of receipt, such unpaid invoice shall bear interest at the rate of twelve (12) percent per annum until the amount of such unpaid invoice, plus interest thereon is paid in full.

- B. Benton City may amend the "main" and "residential" streets shown in Attachment A attached hereto by providing thirty (30) day prior notice to West Richland of such changes.
- C. Benton City shall provide West Richland a hard surface dump site (i.e. asphalt pavement) for the dumping of street sweepings collected in Benton City.
- D. Benton City shall remain ownership of all street sweepings collected by West Richland and shall be solely responsible for the proper disposal of said street sweepings.
- E. Benton City shall provide a 2" hose with nozzle off a fire hydrant located next to said dumping site for the cleaning of the street sweeper.
- F. Benton City shall be solely responsible for collecting and treating all street sweeping wash water and associated materials.
- G. Benton City shall be responsible for providing potable water for street sweeping operations (estimated to be approximately 5,000 gallons per day).
- H. Benton City shall be responsible for trimming tree branches along all sweeping route. Branches are to be trimmed to a minimum height of fourteen (14) feet above the roadway surface and a minimum of five (5) feet behind the curb and gutter.
- I. Benton City shall be responsible for removing any excessive buildup of debris in curb and gutters prior to West Richland providing street sweeping services.
- J. Benton City shall be responsible for notifying residents of street sweeping operations and the removal of obstructions along the sweeping route including trash cans, basketball hoops, parked vehicles, trailers, etc. Sections and or portions of streets with obstructions will not be swept.

Section 4. GENERAL TERMS

- A. This Agreement shall be effective when executed by both West Richland and Benton City and shall remain in effect until December 31, 2013 unless earlier terminated as set forth below. After the initial agreement term and any subsequent renewals or extensions of this agreement will automatically renew for two (2) years.
- B. This Agreement may be terminated earlier by either West Richland or Benton City upon thirty (30) day written notice with or without cause.
- C. Benton City recognizes that annual written amendments to the hourly street sweeping rate in Attachment B on January 1st shall be necessary to allow West Richland to be fairly compensated for labor and equipment associated with street sweeping services.

- D. Per the Interlocal Cooperation Act provision, no separate legal or administrative entity is intended to be created pursuant to this Agreement. No special fund or budgets are anticipated, not shall be created as a result of this Agreement.
- E. A copy of this Agreement shall be filed with Benton County Auditor, or posted on the website of either the City of West Richland and/or the City of Benton City in compliance with RCW 39.34.040.

Section 5. NOTICES

- A. Written notice shall be directed to the parties as follows:

To Benton City:

City of Benton City
708 9TH Street
PO BOX 70
Benton City, WA. 99320
Attn: City Clerk

To West Richland:

City of West Richland
3801 W. Van Giesen
West Richland, WA. 99353
Attn: City Clerk

Section 6. DISPUTE RESOLUTIONS

- A. West Richland and Benton City desire to avoid and settle without litigation future disputes which may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such disputes. Such negotiations shall first be conducted at the staff level and if unsuccessful, may then proceed to the level of management (Public Works Directors), then to the City's City Manager, Mayor or City Administrator. Should settlement negotiations prove unsuccessful or not be resolved within ninety (90) days, either West Richland or Benton City may proceed with other legal remedies including, but not limited to litigation.
- B. Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this agreement shall be in Benton County Superior Court.

- C. This Agreement shall be construed, and the legal relations between the parties hereto, shall be determined in accordance with the substantive law of the State of Washington.
- D. The substantially prevailing party in any litigation brought to enforce rights or obligations of either party under this Agreement or any appeal of judgment in such litigation shall be entitled to its costs and reasonable attorney fees.

Section 7. LIABILITY / HOLD HARMLESS

- A. West Richland shall indemnify, defend, and hold harmless the City of Benton City, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of the City of West Richland, its officers, agents and employees, in the performance of the Agreement. With respect to the performance of this Agreement and as to claims against Benton City, its officers, agents and employees, West Richland expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided in this paragraph extends to any claim brought by or on behalf of any employee of West Richland. This paragraph shall not apply to any damage resulting from the negligence of Benton City, its agents, and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of Benton City, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of negligence of West Richland, its officers, agents, and employees.
- B. Benton City shall indemnify, defend, and hold harmless the City of West Richland, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of the City of Benton City, its officers, agents and employees, in the performance of the Agreement. With respect to the performance of this Agreement and as to claims against West Richland, its officers, agents and employees, Benton City expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided in this paragraph

extends to any claim brought by or on behalf of any employee of Benton City. This paragraph shall not apply to any damage resulting from the negligence of West Richland, its agents, and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of West Richland, its agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of negligence of Benton City, its officers, agents, and employees.

Section 8. WAIVER AND ENTIRETY

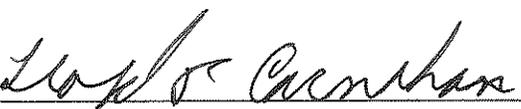
- A. Waiver: No waiver by either party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or conditions, nor shall the waiver of any breach be deemed to construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
- B. Entirety: All prior negotiations and agreements between the parties hereto relating to the subject matter hereof are merged into and superseded by this Agreement, and shall constitute the entire final and exclusive agreement between Benton City and West Richland concerning street sweeping services for the use as hereinbefore provided.
- C. This Agreement shall be executed in two duplicate counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

Section 9. AUTHORIZATION

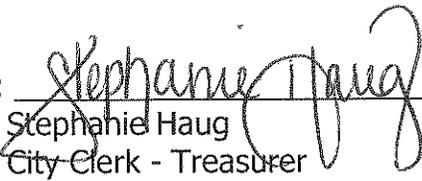
West Richland and Benton City shall each approve this Agreement by appropriate motion, resolution or ordinance. Each party represents to the other party that it has the power and authority to enter into this Agreement

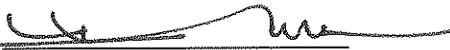
Dated this 24 day of July, 2012

City of Benton City

By: 

Lloyd Carnaham
Mayor

Attest: 
Stephanie Haug
City Clerk - Treasurer

Approved As to Form: 
Lee Kerr
City Attorney

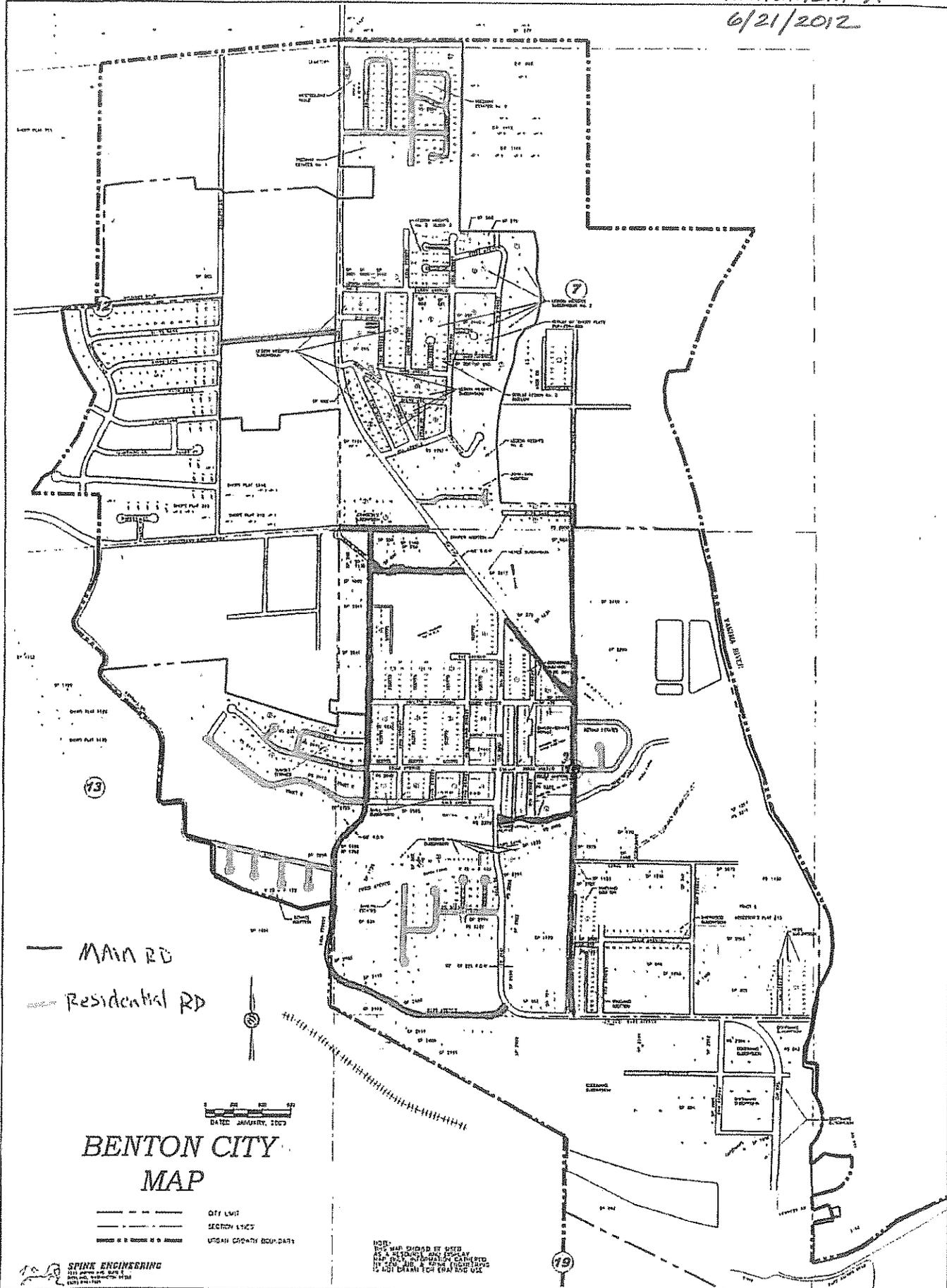
City of West Richland

By: 
Donna Noski
Mayor

Attest: 
Julie Richardson
City Clerk

Approved As to Form: 
Bronson Brown
City Attorney

ATTACHMENT A
6/21/2012



— MAIN RD
--- Residential RD

BENTON CITY MAP

- CITY LIMIT
- SECTION LIMIT
- URBAN GROWTH BOUNDARY

SPINK ENGINEERING
1111 NORTH 2ND ST. #101
BENTON, MISSOURI 64508
417-781-1100

THIS MAP SHOULD BE KEPT
WITH THE RECORDS OF THE CITY
AND SHOULD BE AVAILABLE FOR
PUBLIC INSPECTION AT ALL
TIMES IN THE OFFICE OF THE
CITY CLERK OR CITY MANAGER

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Attachment B
6/15/2012
Street Sweeping Services

2012 hourly rate, including labor, equipment, and administrative fee, shall be \$194.15/hr.
(Hourly rate shall be charged from West Richland shop to West Richland shop)

Rate to be amended annually on January 1st