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City Of West Richland
Benton County, Benton County Auditor's Office

Return Name and Address:
City of West Richland
Attn: Julie Richardson
3801 W. Van Giesen Street
West Richland, WA 99353

PLEASE PRINT OR TYPE INFORMATION:

Document Title:

Water and Sewer Service Interlocal Agreement

Grantor(s)(Last name first, first name, middle initials):

1. City of Richland
2.
3.
4.

Additional names on page_____ of document.

Grantee(s)(Last name first, first name, middle initials):

1. City of West Richland
2.
3.
4.

Additional names on page_____ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

Additional legal is on page_____ of document.

Reference Number(s) of documents assigned or released:

Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number: **(MUST HAVE 15 DIGITS)**
1-1798-400-0005-003, 1-1798-400-0004-004, 1-1798-400-0004-003, 1-1798-400-0006-000

Property Tax Parcel ID is not yet assigned.
Additional parcel numbers on page_____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

CONTRACT NO. 14-16

WATER AND SEWER SERVICE INTERLOCAL AGREEMENT
between
CITY OF RICHLAND
and
CITY OF WEST RICHLAND

THIS INTERLOCAL AGREEMENT ("Agreement"), which shall be effective upon execution by both parties, is entered into by and between the **CITY OF RICHLAND**, a municipal corporation of the state of Washington (hereinafter referred to as "Richland"), and the **CITY OF WEST RICHLAND**, a municipal corporation of the state of Washington (hereinafter referred to as "West Richland"). Richland and West Richland may be referred to collectively in this Agreement as the "Parties."

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

WHEREAS, both the City of Richland and the City of West Richland are political subdivisions located within Benton County, Washington; and

WHEREAS, the City of West Richland does not own or operate within its city limits a water main or a sewer main in the vicinity of the intersection of Keene Road and Kennedy Road; and

WHERAS, the City of Richland does own and operate a water main and sewer main in the vicinity of the intersection of Keene Road and Kennedy Road that can service nearby properties located within the city limits of West Richland; and

WHEREAS, West Richland desires to enter into an agreement allowing Richland to sell potable water service and sanitary sewer service to the following properties located in West Richland: Benton County Parcel #1-1798-400-0005-003, #1-1798-400-0004-004, #1-1798-400-0004-003 and #1-1798-400-0006-000; and

WHEREAS, Richland has capacity in both systems and is willing to sell potable water service and sanitary sewer service to the following properties located in West Richland: Benton County Parcel #1-1798-400-0005-003, #1-1798-400-0004-004, #1-1798-400-0004-003 and #1-1798-400-0006-000; and

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

Section 1. GENERAL TERMS AND CONDITIONS

1.1 Purpose: The purpose of this Interlocal Agreement is to establish authority for the City of Richland to provide potable water and sanitary sewer services to parcels falling within the city limits of the City of West Richland.

1.2 Richland agrees to provide potable water service and sanitary sewer service to the following properties located in West Richland, Benton County: Parcel #1-1798-400-0005-003, #1-1798-400-0004-004, #1-1798-400-0004-003 and #1-1798-400-0006-000, consistent with Richland's service rates as described in the current Richland Municipal Code, or as amended in the future.

1.3 West Richland agrees that Richland's utility regulations and policies shall apply to the services provided by Richland. West Richland acknowledges Richland's authority to enforce compliance with Richland's utility regulations and policies, and with this Agreement, transfers jurisdictional authority for providing potable water and sanitary sewer services to Richland with respect to the parcels identified in paragraph 1.1 above and the customers occupying said parcels. Richland's enforcement action may include, but is not limited to, disconnection of service for non-payment per the Richland Municipal Code.

1.4 West Richland agrees to route development proposals for the subject properties that wish to connect to, and/or any development proposals that may have an impact on, the domestic water and sanitary sewer mains that are the property of the City of Richland. West Richland shall also allow Richland staff appropriate time to review and comment on the proposed plans. Richland's review of these development proposals shall be limited to the utility and public infrastructure elements. West Richland shall condition its approval of proposed developments on compliance with Richland plan review comments.

Section 2. TERM OF AGREEMENT

2.1 This Agreement shall take effect upon approval by the respective legislative bodies and execution by both parties. This Agreement shall remain in effect unless terminated as set forth below.

2.2 Either party may terminate this Agreement by giving written notice to the other party no less than twelve (12) months prior to the date on which the terminating party desires Richland's service to these properties to end.

Section 3. NOTICES

3.1 Written notice shall be directed to the parties as follows:

To Richland:	To West Richland:
City of Richland 505 Swift Boulevard, MS#26 Richland, WA 99352 Attn: Public Works Director	City of West Richland 3801 W. Van Giesen West Richland, WA 99353 Attn: City Clerk

Section 4. DISPUTE RESOLUTION

4.1 The parties 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 water utility staff level, and if unsuccessful, may then proceed to the level of water utility 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 party may proceed with other legal remedies including, but not limited to litigation.

4.2 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.

4.3 This Agreement shall be construed, and the legal relations between the parties hereto shall be determined in accordance with the laws of the State of Washington.

4.4 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 5. LIABILITY / HOLD HARMLESS

5.1 West Richland shall indemnify, defend, and hold harmless the City of 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 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 Richland, 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 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 Richland and West Richland, their respective agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of West Richland, its officers, agents, and employees.

5.2 Richland 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 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 West Richland, its officers, agents and employees, 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 Richland. 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 and Richland, their respective agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of negligence of Richland, its officers, agents, and employees.

Section 6. WAIVER AND ENTIRETY

6.1 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.

6.2 Entirety: This Agreement contains all the terms and conditions agreed upon. No other understanding, oral or otherwise, regarding this Agreement or its subject matter shall be deemed to exist or bind the Parties. There shall be no modification of this Agreement except in writing and referencing this Agreement.

6.3 Severability: If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

6.4 Counterparts: 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 7. MISCELLANEOUS PROVISIONS

7.1 Evidence of Authority: Upon execution of this Agreement, each party shall provide the other 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 (Richland) and Exhibit B (West Richland).

A copy of the executed Agreement shall be filed with the Benton County auditor as provided in RCW 39.34.040.

7.2 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.

7.3 Budget: This Agreement does not require establishment of a budget or any manner of financing. End users will pay Richland's established rates for water and sewer service directly to the City of Richland.

[*Signature Page to Follow*]

Dated this 26th day of January, 2016

City of Richland

By: _____
CYNTHIA D. REENTS
City Manager

Attest: _____
MARCIA HOPKINS
City Clerk

Approved As to Form: _____
HEATHER KINTZLEY
City Attorney

City of West Richland

By: _____
BRENT GERRY
Mayor

Attest: _____
JULIE RICHARDSON
City Clerk

Approved As to Form: _____
BRONSON BROWN
City Attorney