2016-010635 AGR
04/21/2016 08:59:03 AM Pages: 6 Fee: $78.00
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:

Yakima River Bridge Street Light 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.)
PORTION OF THE SE ¼ OF THE SE ¼ OF SECTION 17, TOWNSHIP 9 NORTH, RANGE 28 EAST AND THAT PORTION OF VACATED KEENE ROAD, SECTION 20, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF WEST RICHLAND, BENTON COUNTY, WASHINGTON

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)

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. 49-16

VAN GIESEN (SR 224) YAKIMA RIVER BRIDGE STREET LIGHT 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, Richland and West Richland are authorized to enter into interlocal cooperation agreements as set forth in Chapter 39.34 RCW; and

WHEREAS, Richland and West Richland are political subdivisions located within Benton County, Washington; and

WHEREAS, in 2010, West Richland was awarded a $254,000 Federal Surface Transportation Program Enhancement (STP-E) Grant to install street lights on the Van Giesen (SR 224) Yakima River Bridge, and to make other improvements to the entrance of the City of West Richland; and

WHEREAS, in February 2011, to eliminate the complex federal requirements and expense related to administering a small federal grant, Richland and West Richland passed resolutions authorizing the transfer of West Richland's federal STP-E grant to Richland in exchange for non-federal funds being transferred to West Richland; and

WHEREAS, West Richland desires to implement the project, including installing and maintaining street lights on the Van Giesen (SR 224) Yakima River Bridge, which is located within the city limits of both Richland and West Richland; and

WHEREAS, West Richland desires to maintain consistency in its street light services by obtaining electric utility services for its street lights from the Benton Rural Electric Association; and

WHEREAS, Richland supports West Richland's efforts to beautify its entryway on Van Giesen since such beautification tacitly benefits Richland as well.

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

Section 1. GENERAL TERMS AND CONDITIONS

1.1 Purpose: The purpose of this Interlocal Agreement is to establish authority for the City of West Richland to install and maintain (including replacement) street lights within the boundaries of Richland as part of an entryway feature project. Through this Agreement, Richland grants West Richland the authority to procure electrical service and maintenance from the Benton Rural Electric Association within the city limits of the City of Richland.

1.2 West Richland agrees to install and maintain (including replacement) street lights on the Van Giesen (SR 224) Yakima River Bridge located in Richland, Benton County, consistent with West Richland's Standard LED Street Light Details and Washington State Department of Transportation requirements now existing or as hereafter amended.

1.3 West Richland shall be solely responsible for all costs associated with installing, repairing, maintaining, replacing, and providing electrical service to street lights on the Van Giesen (SR 224) Yakima River Bridge located within the city limits of the City of Richland.

1.4 Richland agrees that West Richland's Electrical Service Franchisee, Benton Rural Electric Association, shall be allowed to extend and provide electrical service to said street lights on the Van Giesen (SR 224) Yakima River Bridge that are located within the city limits of the City of Richland. Richland acknowledges West Richland's authority to enforce compliance with West Richland's Electrical Service Franchisee's regulations and policies, and with this Agreement, transfers jurisdictional authority for providing electrical services to Benton Rural Electric Association with respect to the street lights on the Van Giesen (SR 224) Yakima River Bridge located within the city limits of the City of Richland.

1.5 West Richland shall be solely responsible for obtaining siting approval, including any required licenses or permits.

Section 2. TERM OF AGREEMENT

2.1 This Agreement shall take effect upon approval by the respective legislative bodies, execution by both parties, and recording with the Benton County Auditor as provided in Section 7.1 herein and RCW 39.34.040. This Agreement shall remain in effect unless terminated as set forth below.

2.2 This Agreement may be terminated only by mutual agreement of both parties. Termination shall become effective upon the date the last signing party executes an agreed notice of termination.

Section 3. NOTICES

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

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 Public Works Director staff level, and if unsuccessful, may then proceed 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 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.

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). 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.

Dated this 29 day of March, 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