

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

INTERLOCAL COOPERATION AGREEMENT
S. 38th AVE ROADWAY PROJECT

THIS AGREEMENT is made and entered into this 3 day of Dec., 2013, by and between the City of West Richland whose address is 3801 W. Van Giesen, West Richland, Washington, 99353 (hereinafter "the City") and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter "Benton County").

WHEREAS, in the interest of public safety and motor vehicle traffic safety, the City and Benton County both desire to design and construct roadway improvements to S. 38th Ave between Orchard Street and North Lake Drive and Mt. Adams View Drive between Bombing Range Road and S. 38th Ave; and

WHEREAS, the parties hereto agree that the City should act as the Contract Administrator pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 through RCW 35.21.740 and in furtherance thereof, Benton County and the City will execute the contract for the convenience and benefit of both Benton County and the City.

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

1. The City and Benton County both agree the S. 38th Ave / Mt. Adams View Drive Roadway Project is their top priority roadway project and as such agree to jointly submit a one hundred seventy-five thousand five hundred ninety five dollar (\$175,595) Federal STP-UL grant application for design, environmental permitting, and road right-of-way acquisition for said project in the fall/winter of 2013.
2. The City and Benton County both agree the S. 38th Ave / Mt. Adams View Drive Roadway Project is their top priority roadway project and as such agree to jointly submit a nine hundred eighty-three thousand dollar (\$983,000) Federal STP-UL grant application for construction of said project in the fall/winter of 2014.
3. Responsibilities of the City, conditioned on the City being awarded a Federal STP-UL Grant as stated in Section 1 of this agreement. The City shall have the following duties and responsibilities under this Agreement:
 - A. The preparation of plans, specifications, estimates, and bid solicitation documents. Roadway shall be designed as a City thirty-two foot wide rural roadway with roadside ditches. Obtain approval of engineering plans and specifications from Washington State Department of Transportation.

- B. Administer the Federal STP-UL Grant.
 - C. Acquire any necessary road right-of-way from Lots 148 and 152 of Section 8 to construct the roadway. Road right-of-way acquired within the City limits shall be deeded to the City of West Richland. Road right-of-way acquired outside the City limits shall be deeded to Benton County. Obtain road right-of-way certification from Washington State Department of Transportation.
 - D. Complete all environmental studies and obtain all necessary environmental permits to construct the roadway. Obtain Environmental Classification Summary approval from Washington State Department of Transportation.
 - E. Ensure that all work is performed in accordance with Washington State Department of Transportation and Federal Highway Administration rules, regulations and standards.
4. Responsibilities of Benton County, conditioned on the City being awarded a Federal STP-UL Grant as stated in Section 1 of this Agreement. Benton County shall have the following duties and responsibilities under this Agreement:
- A. Review all specifications, plans, estimates, bid documents, and contract provisions in a timely manner.
 - B. Pay twenty-seven thousand four hundred five dollars (\$27,405) directly to the City of West Richland within thirty (30) days of receipt of Federal STP-UL Grant funds being obligated to the specific project described herein for design and permitting activities.
5. Responsibilities of the City, conditioned on the City being awarded a Federal STP-UL Grant as stated in Section 2 of this agreement. The City shall have the following duties and responsibilities under this Agreement:
- A. The selection of a contractor in accordance with all federal, state, and local laws and bidding requirements.
 - B. Administer the Federal STP-UL Grant.
 - C. Ensure that all work is performed in accordance with Washington State Department of Transportation and Federal Highway Administration rules, regulations and standards.
 - D. Ensure the contractor complies with all provisions of the S.38th Ave / Mt Adams View Drive contract and all work is performed in accordance with Washington State Department of Transportation and Federal Highway Administration rules, regulations and standards.
 - E. City shall accept ownership and maintain said roadways once constructed located within the City limits.

6. Responsibilities of Benton County, contingent upon the successful application for grant funding as stated in Section 1 and conditioned on the City being awarded a Federal STP-UL Grant as stated in Section 2 of this agreement. Benton County shall have the following duties and responsibilities under this Agreement:
 - A. Pay three hundred thousand dollars (\$300,000) directly to the City of West Richland within thirty (30) days of receipt of Federal STP-UL Grant funds being obligated to the specific project described herein for construction activities.
 - B. Benton County shall accept ownership and maintain said roadways once constructed located within the unincorporated portions of Benton County.
7. Representation, Warranties, and Indemnities:
 - A. The City represents and warrants to Benton County that it has 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).
 - C. Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of that party's employees and agents while performing this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party.
 - D. Duration of Agreement. The term of this Agreement shall commence upon the execution by both parties and shall expire on or before December 31, 2016.
8. Termination of Agreement. This Agreement may be terminated by either party, by providing written notice to the designated contacts for each party identified in Section 15 of this Agreement. This written notice must be served on the other party within one hundred eighty days (180) of the date of termination.
9. 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.
10. 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.
11. 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.

12. 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. This Agreement cannot be orally modified, and any proposed changes that are mutually agreed upon must be incorporated by written amendment hereto.
13. 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.
14. 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.
15. 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 West Richland:

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

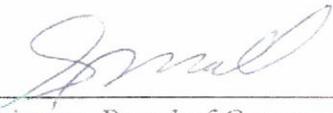
11. Filing of Agreement. Executed copies of this agreement shall be filed as required by RCW 39.34.040 prior to this agreement becoming effective.
12. Evidence of Authority. Upon execution of this Agreement, the City shall provide Benton County and Benton County shall provide the City with a certified 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 "B" (City) and Exhibit "C" (County).

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 WEST RICHLAND,
WASHINGTON

BENTON COUNTY,
WASHINGTON

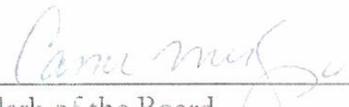
By: 
Mayor

By: 
Chairman, Board of County
Commissioners

Attest:

Attest:


City Clerk

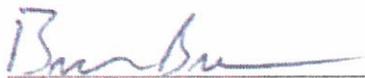

Clerk of the Board

Date: 11-20-13

Date: 12-3-13

Approved as to form:

Approved as to form:


Attorney, City of West Richland


Benton County Prosecuting
Attorney ^A
Deputy

**CITY OF WEST RICHLAND
RESOLUTION NO. 26-13**

**A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON,
AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF
WEST RICHLAND AND BENTON COUNTY REGARDING S. 38TH AVE
ROADWAY PROJECT**

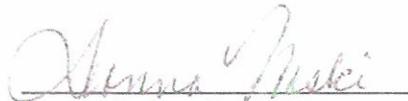
WHEREAS, in the interest of public safety and mobility, the City of West Richland and Benton County both desire to design and construct S. 38th Ave between Orchard Street and North Lake Drive and Mt. Adams View Drive between Bombing Range Road and S. 38th Ave; and

WHEREAS, an Interlocal Agreement defining the responsibilities of Benton County and the City of West Richland has been prepared and has been Approved as to form by the City Attorney and has been approved by Benton County's Prosecuting Attorney's office, and

WHEREAS, the Public Works Director has recommended approval of said Interlocal Agreement, and

NOW, THEREFORE, be it resolved that the Interlocal Agreement by and between the City of West Richland and Benton County regarding S. 38th Ave is hereby approved and the Mayor is authorized to sign said agreement.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND,
WASHINGTON**, this 19th day of November, 2013.



Donna Noski, Mayor

ATTEST:



Julie Richardson, City Clerk

APPROVED AS TO FORM:



Bronson Brown, City Attorney

RESOLUTION

2013 874

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WEST RICHLAND AND BENTON COUNTY FOR THE S. 38TH AVENUE ROADWAY PROJECT

WHEREAS, Benton County and the City of West Richland have jointly agreed to construct South 38th Avenue and a portion of Mt. Adams View; and

WHEREAS, Benton County and West Richland are jointly applying for a Federal STP-UL Grant to design and construct South 38th Avenue and a portion of Mt. Adams View; and

WHEREAS, the City of West Richland, being the Lead Agency who will be submitting the funding application, designing the roads, letting the contract for construction and overseeing the construction, has prepared an Interlocal Cooperation Agreement defining the responsibilities of the County and the City; and

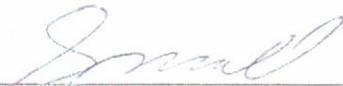
WHEREAS, said Interlocal Cooperation Agreement has been Approved as to Form by the Prosecuting Attorney's Office and has been approved by the City of West Richland; and

WHEREAS, the Public Works Manager recommends approval of said Interlocal Cooperation Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement by and between the City of West Richland and Benton County for the South 38th Avenue Roadway Project is hereby approved and the Chairman is authorized to sign said agreement.

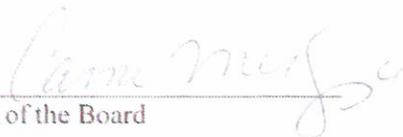
BE IT FURTHER RESOLVED said agreement shall begin December 3, 2013 and shall expire December 31, 2016

Dated this 3rd day December 2013.


Chairman


Chairman Pro-Tem


Member

Attest: 
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Public Works: S. Becken