

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
THE PORT OF BENTON AND THE CITY OF RICHLAND
FOR
LOGAN ROAD IMPROVEMENT PROJECT**

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 9th day of January, 2017, between the Port of Benton, a municipal corporation of the State of Washington, hereafter referred to as "Port," and the City of Richland, a municipal corporation of the State of Washington, hereafter referred to as "City." The Port and the City are referred to collectively as the "Jurisdictions."

I. RECITALS

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 advantages 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, pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided that such contract shall be authorized by the governing body of each Party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the Jurisdictions have requested a proposal for the Logan Road Improvement Project; and

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions hereby agree as follows:

II. AGREEMENT

Section 1. Purpose and Scope of Work: The purpose of this Agreement is to formalize a commitment to complete the Logan Road Improvement Project, as shown on attachment Exhibit A.

Section 2. Administration: This Agreement shall be administered by the City of Richland Public Works Director or his designee. Such person shall be responsible for:

- a) Establishing policies for implementing this Agreement;

- b) Providing periodic progress reports to the elected officials of each Jurisdiction;
- c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

Section 3. Funding: The City of Richland hereby commits to provide funding as set forth below:

- a) Contract Work \$3,242,751.81

The Port of Benton hereby commits to provide funding as set forth below:

- a) Port Roads Design \$8,787.29
- b) Contract Work \$273,072.34
- c) Construction Management \$8,000.00

This funding shall be used for the Logan Road Improvement Project, specifically improvements to access from Port property to Hagen Road, per the proposal on attached Exhibit A.

Section 4. Development and Bid Award Requirements: Each Jurisdiction hereby commits to the provision as set forth below:

- a) The Port will cooperate with the City to review bids received.
- b) The Port will review the bids and provide written approval to move forward with the project.
- c) The City will award the contract for the construction of the Logan Road improvements.

Section 5. Cooperation with Contractor: Each Jurisdiction hereby commits to:

- a) Consult with the Contractor and provide input and documentation to the Contractor to assist with the development of the Logan Road Improvement Project, to the extent the information or documents are not privileged.

Section 6. Modification: This Agreement may be modified only by written consent of each Jurisdiction.

Section 7. Term of Agreement and Termination:

- a) The term of this Agreement shall become effective on full execution hereof.
- b) This Agreement shall expire on the date of completion of the Project.
- c) In the event either party elects to terminate this Agreement prior to the expiration of the contract term, the terminating party shall provide written notice of the intent to terminate, and the termination date which shall be at least ten days after the date the notice is delivered to the other party. The terminating party shall be responsible for its share of the costs incurred with the Contractor up to the termination date.

Section 8. Inspection of Records: The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement and for three (3) years after its termination.

Section 9. No Separate Legal Entity: It is not the intention that a separate legal entity be established to conduct this cooperative undertaking, nor shall any acquiring, holding or disposing of real or personal property occur under this Agreement.


Section 10. Severability: In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

Section 11. Venue, Applicable Law and Personal Jurisdiction: All questions related to this Agreement shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in Benton Superior Court. The parties each consent to the personal jurisdiction of such court.

Section 12. Filing or Posting: As provided in RCW 39.34.040, the executed Agreement shall either be filed with the Benton County Auditor or listed by subject on each Jurisdiction's web site or other electronically retrievable public source.

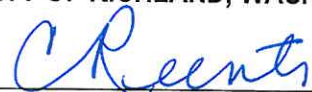
IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year written above.

PORT OF BENTON


SCOTT D. KELLER, PPM
Executive Director

11/7/17
Date

CITY OF RICHLAND, WASHINGTON


CYNTHIA D. REENTS, ICMA-CM
City Manager

ATTEST:


KELLY THOMPSON
Administrative Assistant

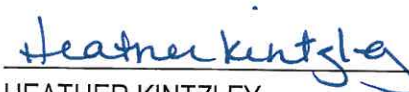
ATTEST:


MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:


THOMAS A. COWAN
Attorney for the Port of Benton

APPROVED AS TO FORM:


HEATHER KINTZLEY
City Attorney

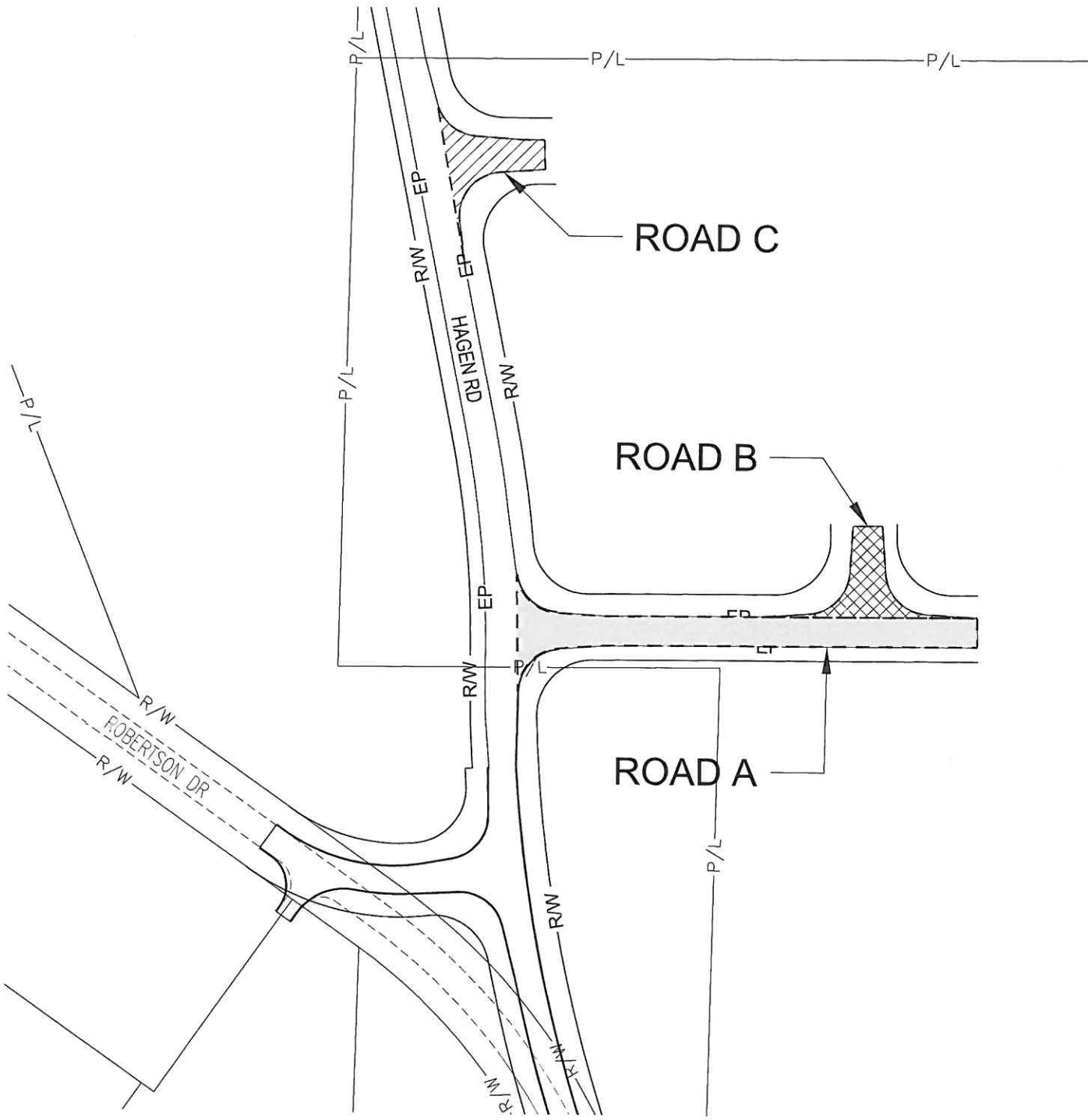


EXHIBIT A

Logan Street And Hagen Road



DATE: 12-20-2016
 DRAWN BY: LD
 SCALE: NTS
 CAD DWG: O:\Civil_Projects - Civil 3D\Logan St_Hagen Rd_A_CP0963\01_ENGINEERING\9.0_Exhibits\Logan St_Hagen Rd_exhibit 1.dwg