

**RESOLUTION NO. 2015-18**

**A RESOLUTION APPROVING THE INTERLOCAL COOPERATION AGREEMENT FOR BITUMINOUS SURFACE TREATMENT 2016 WITH BENTON COUNTY; AND AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL COOPERATION AGREEMENT**

**WHEREAS**, in the interest of public safety and motor vehicle traffic safety, the City desires to have Benton County seal coat certain city streets in conjunction with Benton County's 2016 Bituminous Surface Treatment Program; and


**WHEREAS**, it has been determined by the City Council that participation in this Interlocal Cooperation Agreement provides a mutual benefit to the City and the County; NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON**, hereby resolves as follows:

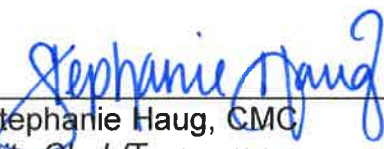
That the City of Benton City enter into that Interlocal Cooperation Agreement Bituminous Surface Treatment 2016 between the City of Benton City and the Benton County, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and the Mayor of the City of Benton City is authorized and directed to sign said Interlocal Cooperation Agreement.

**ADOPTED** this 3 day of November, 2015, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 3 day of November, 2015.

Resolution 2015-18 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 3 day of November, 2015.

  
\_\_\_\_\_  
Lloyd R. Carnahan  
Mayor

Attest:

  
\_\_\_\_\_  
Stephanie Haug, CMC  
City Clerk/Treasurer

Approved as to Form:

  
\_\_\_\_\_  
Kerr Law Group  
City Attorney

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

**INTERLOCAL COOPERATION AGREEMENT  
BITUMINOUS SURFACE TREATMENT 2016**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Benton City whose address is P.O. Box 70 Benton City, Washington, 99320 (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 desires to have Benton County seal coat certain city streets as defined in **Exhibit “A”**, in conjunction with Benton County’s 2016 Bituminous Surface Treatment Program; and

WHEREAS, the parties hereto agree that Benton County 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 will execute the contract for the convenience and benefit of the City.

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

1. **Contract Administration.** Benton County agrees to administer and oversee implementation of the bituminous surface treatment of certain city streets as defined in **Exhibit “A”**, attached hereto and by this reference incorporated herein. Benton County contract administration responsibilities will include the following:
  - A. The preparation of plans, specifications, estimates, and bid solicitation documents.
  - B. The selection of a contract in accordance with all federal, state, and local laws and bidding requirements.
  - C. The execution of the Bituminous Surface Treatment 2016 contract and administration oversight of contract implementation.

- D. The submission to the City of a certified statement setting forth all of Benton County's labor, engineering services, equipment, supplies and expenses involved in project design and contract administration.
  - E. Certify all payrolls to ensure that the amounts are appropriate for the local area and in compliance with all federal, state and local laws.
  - F. Ensure that the contractor complies with all provisions of the seal coat contract and that all work is performed in accordance with Washington State Department of Transportation and Federal Highway Administration rules, regulations, and standards.
- 2. Responsibilities of the City of Benton City:** The City shall have the following duties and responsibilities under this Agreement:
- A. Approve all specifications, plans, estimates, bid documents, and contract provisions.
  - B. Pay directly to Benton County all amounts set forth in certified statements of Benton County's labor, engineering services, equipment, supplies, and expenses involved in project design and contract administration allocated to the specific project described herein within thirty (30) days of receipt of a certified statement of these documents.
  - C. City maintenance forces shall have all streets listed in **Exhibit "A"** crack sealed, patched, and power broomed prior to the bituminous surface treatment options. This work shall be completed by **May 1, 2016**.
  - D. City maintenance forces shall locate and cover all City monuments, manholes, water/sewer valves, and irrigation valves during the bituminous surface treatment operations for the roads listed in **Exhibit "A"**.
- 3. 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). The City agrees to assume and accept Benton County's contract obligations arising out of the City's portion of the Bituminous Surface Treatment 2016 contract to be executed between Benton County and the contractor, notwithstanding the fact that Benton County will actually sign said contract for the convenience and benefit of the City. The City shall not at any time allow Benton County to become responsible for actual payment of any amounts due to the contractor under the City's portion of the Bituminous Surface Treatment 2016 contract regardless of whether any dispute may arise with said contractor.
  - 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). Benton County shall not at any time allow the City to become responsible for actual payment of any amounts due to the contractor under Benton County's portion of the Bituminous

Surface Treatment 2016 contract regardless of whether any dispute may arise with said contractor.

- 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. In addition, Benton County shall indemnify the City for any damages recovered from the performance bond of the contractor.
4. **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.
  5. **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 12 of this Agreement. This written notice must be served on the other party within sixty days (60) of the date of termination.
  6. **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.
  7. **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.
  8. **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.
  9. **Entire Agreement.** This Agreement, including **Exhibit "A"** 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.
  10. **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~~arbitration.

**11. 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.

**12. 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 Benton City: City of Benton City  
P.O. Box 70  
Benton City, WA 99320

**13. Filing of Agreement.** Executed copies of this agreement shall ~~be filed as required by RCW 39.34.040~~ be posted on each Agency's website prior to this agreement becoming effective.

**14. 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).

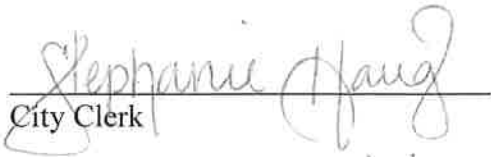
**15. Agreement Contingency.** This agreement is contingent upon the City receiving transportation Improvement Board funding. (TIB funding is awarded in late November.) The scope of Work is contingent upon the roadway segments or blocks TIB approves for funding.

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.

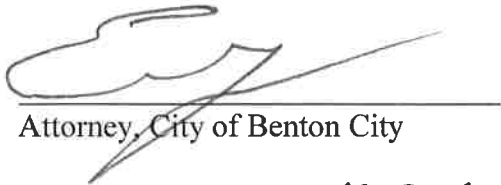
CITY OF BENTON CITY,  
WASHINGTON

By:   
Mayor

Attest:

  
City Clerk  
Date: 11/3/15

Approved as to form:

  
Attorney, City of Benton City  
Date: 11-3-15

BENTON COUNTY,  
WASHINGTON

By: \_\_\_\_\_  
Chairman, Board of County  
Commissioners

Attest:

\_\_\_\_\_  
Clerk of the Board  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Benton County Prosecuting Attorney  
Date: \_\_\_\_\_

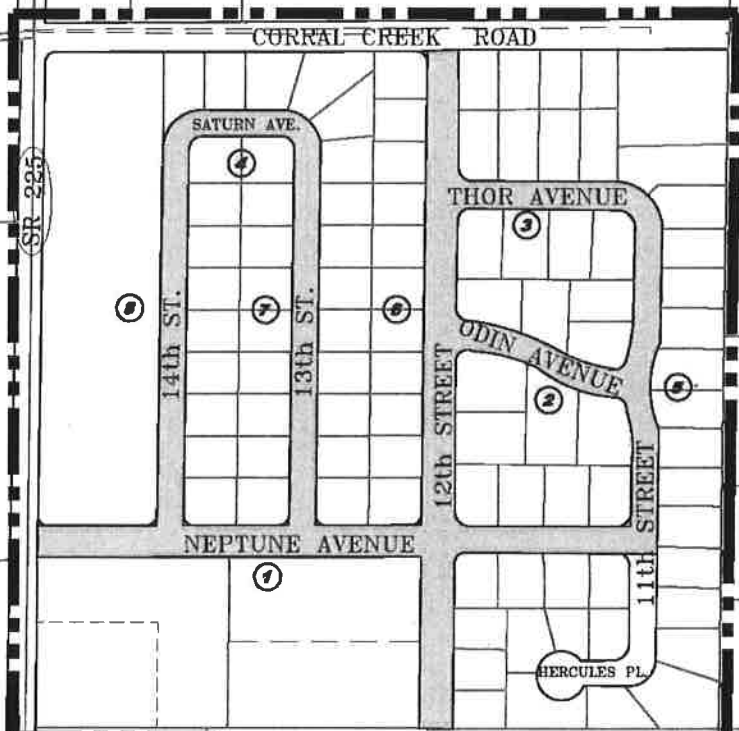
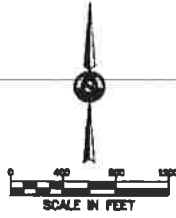
**Exhibit "A"**

BITUMINOUS SURFACE TREATMENT SEAL COAT 3/8" - #10 -2016						
Asphalt Application Rate of 0.35 gal/sq yd						
Street Name	From	To	Length (Ft)	Width (Ft)	Area (Sq Yd)	CRS-2p (Ton)
NEPTUNE AVE	HORNE RD	12th ST	785	48	4186.7	6.11
NEPTUNE AVE	12th ST	11th ST (new pavement near curb return)	300	34	1133.3	1.65
14TH ST	NEPTUNE AVE	SATURN AVE	750	34	2833.3	4.13
SATURN AVE	14th ST	13th ST	270	34	1020.0	1.49
13TH ST	NEPTUNE AVE	SATURN AVE	750	34	2833.3	4.13
12TH ST	CORRAL CREEK ROAD	DEAD END (south of Neptune)	1246	35	4845.6	7.07
THOR AVE	12th ST	11th ST	342	34	1292.0	1.88
ODIN AVE	12th ST	11th ST	350	34	1322.2	1.93
11th ST	NEPTUNE AVE	THOR AVE	570	35	2216.7	3.23
		<b>Totals:</b>	<b>5363</b>	<b>322</b>	<b>21683.1</b>	<b>31.6</b>

Site plan of area included on following sheet.

**TIB CHIP SEAL PROJECT**

- ① NEPTUNE AVENUE
- ② ODIN AVENUE
- ③ THOR AVENUE
- ④ SATURN AVENUE
- ⑤ 11TH STREET
- ⑥ 12TH STREET
- ⑦ 13TH STREET
- ⑧ 14TH STREET

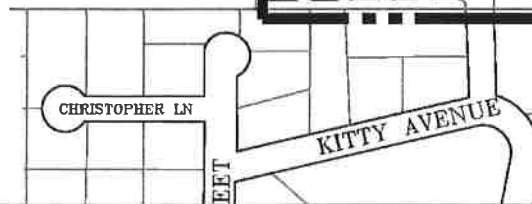


**BENTON CITY**  
**2015 TIB MAP**  
AUGUST 2015

TIB - TRANSPORTATION IMPROVEMENT BOARD

--- CITY LIMITS

**EXHIBIT A**





## Exhibit "B"

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**Exhibit "C"**

**RESOLUTION**

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF BENTON CITY AND BENTON COUNTY TO SEAL COAT ROADS

WHEREAS, Benton County will be seal coating County roads as a part of the Bituminous Surface Treatment 2016 program, and

WHEREAS, the City of Benton City desiring to have certain streets within the City limits seal coated, has requested that Benton County undertake the seal coating of those certain streets as a part of Benton County's contract to seal coat, and

WHEREAS, an Interlocal Agreement, expiring December 31, 2016, defining the responsibilities of the County and the City has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office and has been approved by the City of Benton City, and

WHEREAS, the Public Works Director/County Engineer has recommended approval of said Interlocal Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Agreement by and between the City of Benton City and Benton County for the Bituminous Surface Treatment 2016 is hereby approved and the Chairman is authorized to sign said agreement.

Dated this \_\_\_\_\_ day \_\_\_\_\_ 2015.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Orig.: Public Works

S. Christen