

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of March 2010, by and between the Kennewick Irrigation District, whose address is P.O. Box 6900; Kennewick, Washington 99336 (hereinafter "KID") and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter "Benton County").

WHEREAS, The Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property, and

WHEREAS, the County owns and controls a certain quarry, commonly referred to as the Owens Quarry R-87, in Benton County, and KID has control and operation of certain irrigation facilities located in Benton County, and

WHEREAS, periodically KID requires quarry rock for the operation and maintenance of KID facilities and,

WHEREAS, KID is desirous of obtaining quarry rock and,

NOW, THEREFORE, the parties agree as follows:

1. **Purpose:** The purpose of this agreement is to set forth the terms by which KID may obtain quarry rock from the County.
2. **Administration:** No new or separate legal or administrative entity is created to administer the provision of this agreement. A joint board consisting of the KID Secretary Manager, or his designee, and County's County Administrator, or his designee, shall administer this agreement. All actions shall require the unanimous approval of the joint board.
3. **Scope:** This agreement is subject to the following:
 - a. KID shall have the privilege of removing quarry rock from the Owens Quarry R-87 at times in the manner and in such quantity as is convenient to KID, provided such removal shall not interfere with County's operation and use of the quarry site.
 - b. The parties agree that for the purposes of this agreement, the value of the quarry rock removed from the County pit by KID shall be \$0.60 per cubic yard of material.

KID agrees to maintain an accurate record of the rock, which it removes. During the first week of January each year, KID shall provide the County with a report of the quantity of rock removed. Payment for the rock shall be paid by January 31 of each year.

4. **Duration Of Agreement - Termination:** This agreement shall remain in force until December 31, 2010. By mutual agreement, this agreement may be extended annually four (4) times until December 31, 2014. To extend the agreement, both parties must sign an addendum to the original agreement acknowledging any changes to the original agreement and the new date of termination. Either party may terminate the agreement by serving written notice of termination on the other party sixty days (60) prior to the date of termination.
5. **Compliance With Legal Requirements:** Each party shall comply with federal, state and local laws and regulations.
6. **Filing:** Executed copies of this agreement shall be filed as required by RCW 39.34.040 prior to this agreement becoming effective.
7. **Non-Delegation/Non-Assignment:** Neither party may delegate the performance of any contractual obligation to a third party unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party, which consent shall not be unreasonably withheld.
8. **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.
9. **Hold Harmless:** Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or admission of any person, firm or corporation not a party to this agreement.
10. **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.
11. **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. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

12. **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.
13. **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.
14. **Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Benton County:

Steve Becken, Public Works Manager
Benton County Public Works
P.O. Box 1001
Prosser, WA 99350-0954

To Kennewick Irrigation District

Charles Freeman, Secretary Manager
Kennewick Irrigation District
P.O. Box 6900
Kennewick, WA 99336

15. **Evidence of Authority.** Upon execution of this Agreement, the Kennewick Irrigation District shall provide Benton County and Benton County shall provide the Kennewick Irrigation District 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"** (KID) and **Exhibit "B"** (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.

KENNEWICK IRRIGATION DISTRICT

BENTON COUNTY,
WASHINGTON

By: Charles Freeman

By: [Signature]
Chairman, Board of County
Commissioners

Attest:

Attest:

[Signature]
Executive Secretary

[Signature]
Clerk of the Board

Date: 2-16-2010

Date: 3-1-10

Approved as to form:

Approved as to form:

[Signature]
Attorney for Kennewick Irrigation
District

[Signature]
Benton County Prosecuting Attorney

Date: 2/16/10

Date: 2/24/10

PLEASE RETURN TO:
DORIS FISKE, EXECUTIVE ASSISTANT
KENNEWICK IRRIGATION DISTRICT
12 W. KENNEWICK AVE.
KENNEWICK, WA 99336

**KENNEWICK IRRIGATION DISTRICT
RESOLUTION 2010-06**

Exhibit "A"

RESOLUTION

IN THE MATTER OF AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE
KENNEWICK IRRIGATION DISTRICT AND BENTON COUNTY

WHEREAS, Kennewick Irrigation District (KID) and Benton County desire to enter into an Interlocal
Cooperative Agreement; and

WHEREAS, an Interlocal Cooperative Agreement allowing KID to obtain quarry rock from Owens
Quarry R-87 has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office
of Benton County; and

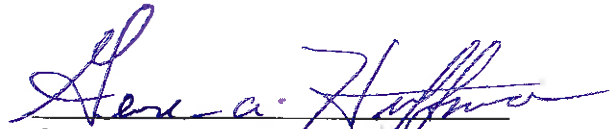
WHEREAS, the Public Works Manager of Benton County has recommended approval of said Interlocal
Agreement, NOW, THEREFORE,


BE IT RESOLVED that the Interlocal Cooperative Agreement by and between the Kennewick
Irrigation District and Benton County is hereby approved and the Secretary/District Manager is
authorized to sign said agreement.

RESOLUTION 2010-06 IS HEREBY ADOPTED by the Board of Directors of
Kennewick Irrigation District, Benton County, Washington, at a regular open public meeting
thereof this 16th day of February 2010.


John Jaksch, President


Patrick McGuire, Director


Gene Huffman, Vice President


David McKenzie, Director


John C. Pringle, Director

Exhibit "B"

RESOLUTION 10 136

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE KENNEWICK IRRIGATION DISTRICT AND BENTON COUNTY

WHEREAS, Benton County and the Kennewick Irrigation District (KID) desire to enter into an Interlocal Cooperative Agreement, and


WHEREAS, an Interlocal Cooperative Agreement allowing KID to obtain quarry rock from Owens Quarry R-87 has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office and has been approved by the Kennewick Irrigation District, and

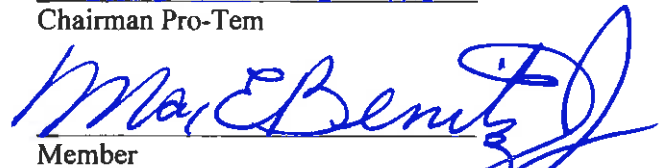
WHEREAS, the Public Works Manager has recommended approval of said Interlocal Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Interlocal Cooperative Agreement by and between the Kennewick Irrigation District and Benton County is hereby approved and the Chairman is authorized to sign said agreement.

Dated this 1st day March 2010.


Chairman


Chairman Pro-Tem


Member

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB

Attest: 
Clerk of the Board