

WHEN RECORDED RETURN TO:

Richland City Clerk
625 Swift Blvd, MS-05
Richland, WA 99352

CONTRACT NO. 85-20

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

THE CITY OF RICHLAND AND THE CITY OF KENNEWICK, WASHINGTON

FOR

2020 MICROSURFACING PROJECT

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 21st day of April, 2020, between the City of Richland, a municipal corporation of the State of Washington, hereafter referred to as "Richland," and the City of Kennewick, Washington, a municipal corporation of the State of Washington, hereafter referred to as "Kennewick," or 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 advantage 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 City of Richland has prepared a 2020 Microsurfacing contract to perform pavement preservation and maintenance on a number of City streets; and

WHEREAS, one of the City streets included in the contract, Gage Boulevard, is shared between the City of Kennewick and the City of Richland; and

WHEREAS, the Jurisdictions have determined that including Kennewick's portion of the street into the City's 2020 Microsurfacing contract is in the best interests of the Jurisdictions and the public; 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 agree as follows:

I. AGREEMENT

Section 1. Purpose and Scope of Work: The purpose of this Agreement is to formalize a commitment to preserve Kennewick's portion of Gage Boulevard by applying a microsurfacing treatment to the street as shown on attached Exhibit A.

Section 2. Administration: This Agreement shall be administered by the Richland City Manager or her 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 Kennewick hereby commits to provide funding as follows:

Kennewick will pay a prorated share (based on surface area) of the total actual costs for mobilization, traffic control, lane striping and microsurfacing bid items, based on an agreed upon calculation of actual street surface within Kennewick's boundaries. The microsurfacing treatment is to terminated 500 feet west of the centerline of Steptoe Street unless directed by the City of Kennewick. The City of Kennewick will also pay for crack sealing work completed by Richland on street surface within Kennewick's boundaries, and any contracted work completed within the City of Kennewick.

Kennewick's estimated obligations under this Agreement will not exceed \$33,000, which amount is comprised of \$30,000 for construction work and \$3,000 for engineering design and construction management. No administrative costs will be billed to Kennewick.

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

- a. Richland will include the locations of Kennewick's microsurfacing areas and generate biddable construction drawings by June, 2020.
- b. If Kennewick's share of the bid price exceeds the cost included in Section 3 above, the Jurisdictions agree to consult with one another prior to awarding the project, and Richland agrees to acquire Kennewick's written concurrence with the award decision.

Section 5. Modification: This Agreement may be modified only by written consent of each Jurisdiction.

Section 6. Term of Agreement and Termination:

- a. The term of this Agreement shall become effective on full execution and recording and/or posting on each jurisdiction's website as required by state law.
- b. This Agreement shall expire on the date of completion of the Project(s).

Section 7. 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 shall be retained by the holding Jurisdiction according to the State of Washington's retention schedule for said records.

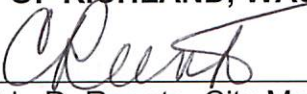
Section 8. No Separate Legal Entity: It is not the intention that a separate legal entity be established to conduct the cooperative undertaking, nor shall any acquiring, holding or disposing of real or personal property occur under this Agreement.

Section 9. 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 10. 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 County Superior Court. The parties each consent to the personal jurisdiction of such court.

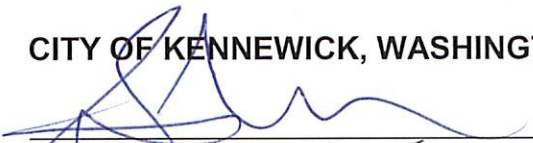
IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

CITY OF RICHLAND, WASHINGTON




Cynthia D. Reents, City Manager

CITY OF KENNEWICK, WASHINGTON



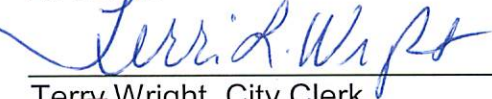
Don Britain, Mayor Pro Tem
Steve Lee

ATTEST:



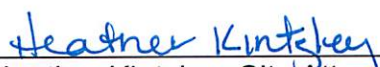
Jennifer Rogers, City Clerk

ATTEST:



Terry Wright, City Clerk
Terri

APPROVED AS TO FORM:

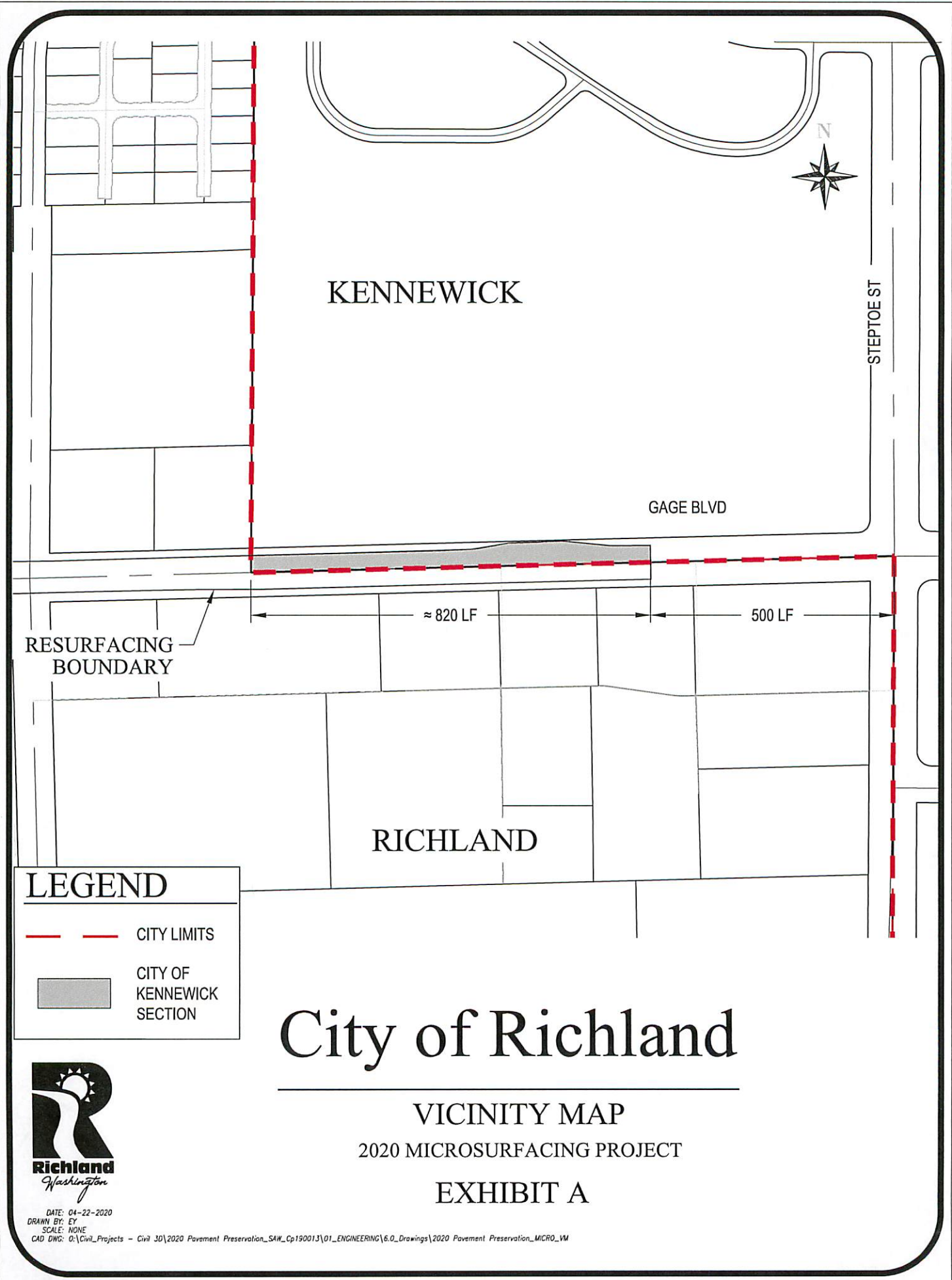


Heather Kintzley, City Attorney

APPROVED AS TO FORM:



Lisa Beaton, City Attorney



KENNEWICK

STEPTOE ST

GAGE BLVD



RESURFACING
BOUNDARY

≈ 820 LF

500 LF

RICHLAND

LEGEND

-  CITY LIMITS
-  CITY OF KENNEWICK SECTION

City of Richland

VICINITY MAP

2020 MICROSURFACING PROJECT

EXHIBIT A



DATE: 04-22-2020
 DRAWN BY: EY
 SCALE: NONE
 CAD DWG: 0:\Civil_Projects - Civil_3D\2020 Pavement Preservation_SAW_Cp190013\01_ENGINEERING\6.0_Drawings\2020 Pavement Preservation_MICRO_WM

RESOLUTION NO. 53-20

A RESOLUTION of the City of Richland authorizing an interlocal agreement with the City of Kennewick related to the 2020 Microsurfacing project.

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 advantage, thereby providing services and facilities in a manner 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 public agency is authorized to contract with any other public agency to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the City of Richland has prepared a 2020 Microsurfacing contract to perform pavement preservation and maintenance on a number of city streets; and

WHEREAS, Gage Boulevard, a city street included in the contract, is shared between the cities of Kennewick and Richland (the "Jurisdictions"); and

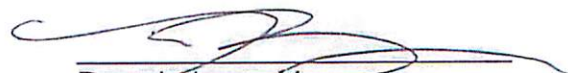
WHEREAS, the Jurisdictions have determined that including Kennewick's portion of Gage Boulevard in Richland's 2020 Microsurfacing contract is in the best interests of both Jurisdictions and the public; and

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

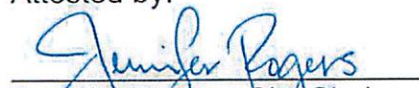
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the City of Kennewick related to the 2020 Microsurfacing project.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

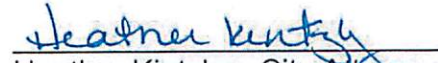
ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of April, 2020.


Ryan Lukson, Mayor

Attested by:


Jennifer Rogers, City Clerk

Approved as to form:


Heather Kintzley, City Attorney