

CONTRACT NO. 236-20

WHEN RECORDED RETURN TO:

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

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE CITY OF RICHLAND AND THE CITY OF WEST RICHLAND
Re: Tapteal 1 Booster Pump Station Upgrade Project

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into on this 22nd day of July, 2020 (the "Effective Date") by and between the **City of Richland**, a Washington municipal corporation (hereafter "Richland"), and the **City of West Richland**, a Washington municipal corporation (hereafter "West Richland"). Richland and West Richland are also herein referred to individually as a "Jurisdiction" and 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 public agency 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; and

WHEREAS, in February 2008, the Jurisdictions entered into a Wholesale Water Service Agreement whereby Richland provides potable water to the City of West Richland through a metered intertie connection on Arena Road; and

WHEREAS, in November 2016, the Jurisdictions entered into an amendment to the 2008 Agreement, adjusting the service rate and committing to partner in a 2021 project to upgrade the pump station most directly providing service to the intertie; and

WHEREAS, both Jurisdictions have included this pump station upgrade in their respective Capital Improvement Plans; and

WHEREAS, Richland's Water System Plan includes a distribution system upgrade project that may be necessary to support the upgraded pump station; and

WHEREAS, the Jurisdictions desire to establish the terms of their partnership for the pump station upgrade project.

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

II. AGREEMENT

Section 1. Purpose and Scope of Work: The purpose of this Agreement is to formalize a commitment to make improvements to the City of Richland's Tapteal 1 Booster Pump Station, and to the City of Richland distribution pipe network that supports the pump station (the "Project"). The Project will be accomplished in three phases:

1. Planning and Improvement Scope Development;
2. Design and Bid Document Preparation;
3. Construction.

Section 2. Administration: The Richland City Manager or designee will administer this Agreement, and will be responsible for:

- a. Establishing policies for implementing this Agreement;
- b. Providing periodic progress reports to the elected officials of each Jurisdiction; and
- c. Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

Section 3. Funding: The Jurisdictions commit to sharing equally in the cost of Planning and Improvement Scope Development, with each responsible for 50% of the total cost. The Jurisdictions' funding shall consist of locally generated funds that will not impose state or federal procurement or environmental compliance requirements on the Project. The total cost of this phase is anticipated to be no more than \$100,000. The Jurisdictions commit to negotiating amendments to this agreement for Phases 2 and Phase 3 that reflect a fair assignment of project costs. West Richland will pay its share of the Planning and Improvement Scope Development phase within thirty (30) calendar days of Richland's execution of a consultant agreement to perform the work.

Section 4. Development: The Jurisdictions hereby commit to the following:

- a. Richland shall procure consultant services to support the Project using established City of Richland consultant procurement procedures and consistent with applicable law.
- b. Both Jurisdictions will participate in rating consultant statements of qualification. Each jurisdiction will have equal authority in the consultant selection process, and will work together in good faith to agree on the most qualified consultant for the Project.
- c. Richland will negotiate a work scope and budget with the mutually selected consultant. If the negotiations provide an agreement within the cost parameters in No. 3 above, Richland will execute an agreement with the selected consultant. If the negotiations fail to provide an agreement within the cost parameters in No. 3 above, Richland will consult with West Richland to determine the appropriate course of action.
- d. Richland will administer and manage the consultant agreement.

- e. The Jurisdictions will support the consultant's work by making staff and records available in a timely manner.
- f. The Jurisdictions will supplement the consultant's work as necessary with work from their respective water system planning consultants. Each Jurisdiction is responsible for procuring and funding this element of the Project (i.e., individual water system planning consultant support) independently and in addition to the funding provided under this Agreement.
- g. The Jurisdictions agree to timely negotiate amendments to this Agreement for Phase 2 and Phase 3. The general cost sharing principles that will guide these negotiations are a fair distribution of project costs based on the following:
 - West Richland is responsible for fully funding the work necessary to provide its anticipated peak demand pumping capacity for the upcoming twenty (20) year planning period, plus its share of the equipment redundancy included in the station design.
 - Richland is responsible for fully funding the work necessary to provide its anticipated peak demand pumping capacity for the upcoming twenty (20) year planning period, plus its share of the equipment redundancy included in the station design, plus the work necessary to remedy or replace any obsolete pump station elements if those elements of the existing pump station are retained in the upgraded pump station. The Jurisdictions recognize that Richland has previously funded all of the existing capacity present in the pump station. As such only that increment of Richland's anticipated peak demand pumping capacity that exceeds the current capacity shall be Richland's responsibility.
- h. The Jurisdictions recognize the urgency of completing these improvements. The Jurisdictions acknowledge and agree that failure to complete the improvements in a timely manner may result in Richland's inability to meet peak water use demands. In such event, Richland may impose water use restrictions in accordance with Title 18 of the Richland Municipal Code and Section 3.8 of the Wholesale Water Service Agreement. The Jurisdictions anticipate project construction will occur in 2022. The Jurisdictions agree to make a good faith effort to provide full funding for Phase 2 and Phase 3 to complete construction by year end 2022.

Section 5. Modification: Amendments to this Agreement must be in writing and executed by the duly-authorized representative for each Jurisdiction. Said amendments may be executed without further legislative body action.

Section 6. Term of Agreement and Termination:

- a. The term of this Agreement, commencing on the Effective Date, shall become effective on full execution hereof, and upon posting on at least one Jurisdiction's website as provided in RCW 39.34.040. Either Jurisdiction may choose to record this Agreement, but recordation is not required.
- b. This Agreement shall expire on the date of completion of the Project.

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 maintained thereafter in accordance with the retention schedule established by the State of Washington for municipal records.

Section 8. No Separate Legal Entity: By this Agreement, the Jurisdictions do not intend to form a separate legal entity to conduct the cooperative undertaking. Further, no acquiring, holding or disposing of real or personal property will 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 Jurisdiction deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in Benton County Superior Court.

Section 11. Authority To Execute: Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity for which he or she is signing. The Jurisdictions hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

Section 12. Counterpart Originals: Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, including portable document format (.pdf), each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

IN WITNESS WHEREOF, the Jurisdictions have entered into this Agreement as of the day and year first written above.

CITY OF RICHLAND



Cynthia D. Reents, City Manager

CITY OF WEST RICHLAND



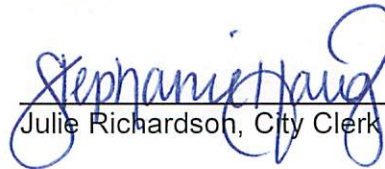
Brent Gerry, Mayor

Attest:



Jennifer Rogers, City Clerk

Attest:



Julie Richardson, City Clerk

Approved as to form:



Heather Kintzley, City Attorney

Approved as to form:



Bronson Brown, City Attorney

RESOLUTION NO. 91-20

A RESOLUTION of the City of Richland authorizing an interlocal agreement with the City of West Richland for improvements to the City of Richland's water system.

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, a public agency is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, in February of 2008, the cities of Richland and West Richland entered into a Wholesale Water Service Agreement whereby Richland provides potable water to the City of West Richland through a metered intertie connection on Arena Road; and

WHEREAS, in November of 2016, the cities entered into an amendment to the 2008 Agreement, adjusting the service rate and committing to partner in a 2021 project to upgrade the pump station most directly providing service to the intertie; and

WHEREAS, the pump station upgrade is included in both cities' Capital Improvement Plans; and

WHEREAS, Richland's Water System Plan includes a distribution system upgrade project that may be necessary to support the upgraded pump station; and

WHEREAS, an interlocal agreement is necessary to establish the terms of the cities' partnership for the pump station upgrade project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute an interlocal agreement with the City of West Richland establishing a partnership to make improvements to the City of Richland's water system.

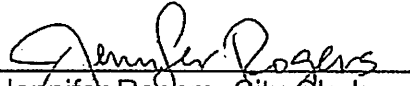
BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

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



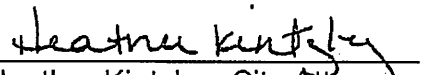
Ryan Lukson, Mayor

Attest:



Jennifer Rogers, City Clerk

Approved as to form:



Heather Kintzley, City Attorney