

CONTRACT NO. 360-20

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 PORT OF BENTON

Re: Center Parkway – Gage Boulevard to Tapteal Drive Project

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into on this 24th day of November, 2020 (the "Effective Date") by and between the **City of Richland**, a Washington municipal corporation (hereafter "Richland"), and the **Port of Benton**, a political subdivision of the state of Washington (hereafter "the Port"). Richland and the Port 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, through a 2002 interlocal agreement with the City of Kennewick, Richland is the lead agency responsible for constructing Center Parkway between Gage Boulevard in Kennewick and Tapteal Drive in Richland, and

WHEREAS, Center Parkway, when completed, will cross the Port's railroad right-of-way and track pursuant to an easement agreement between the Jurisdictions; and

WHEREAS, the Tapteal Business Park, located in Richland, represents a substantial economic development opportunity if traffic circulation and access to the area are improved, which Center Parkway will accomplish; and

WHEREAS, Richland's proposed Center Parkway Improvements project presents an opportunity for promotion of economic development through a public infrastructure investment; 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 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 the roles and responsibilities of the Jurisdictions in relation to implementation of Richland's Center Parkway Improvements project between Gage Boulevard in Kennewick and Tapteal Drive in Richland (the "Project").

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 Port commits to provide \$50,000 to Richland to support its application to the Benton County Rural County Capital Funds (RCCF .09) program for project work. The Port's funds will be paid upon receipt of an invoice from Richland after Benton County executes a disbursement agreement indicating Benton County's approval of the project, but not earlier than January 31, 2021. The Port's funding obligations will not increase beyond the amount identified herein.

Section 4. Development: Richland hereby commits to the following:

- a. Richland will prepare a roadway improvement design that includes Complete Streets features including bicycle lanes, sidewalks, street lighting and landscaping.
- b. Richland will assemble a complete funding package to support project completion no later than December 31, 2022.
- c. In compliance with state and/or federal law, Richland will complete all property acquisitions necessary to complete the project.
- d. Richland shall solicit bids and award a construction contract in compliance with Richland and the Port's procurement procedures and applicable law.
- e. Richland will oversee construction of the improvements and perform all contract administration functions necessary.
- f. Richland will develop and distribute public information identifying its partnership with the Port in completing the project.

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.

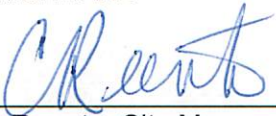
Section 11. Authority To Execute: Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity for which 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.

[Signature Page to Follow]

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

CITY OF RICHLAND



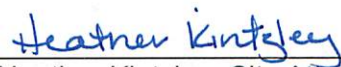
Cynthia D. Reents, City Manager

Attest:



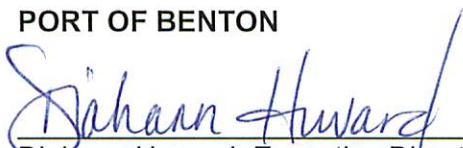
Jennifer Rogers, City Clerk

Approved as to form:



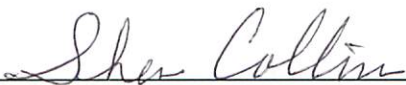
Heather Kintzley, City Attorney

PORT OF BENTON



Diahann Howard, Executive Director

Attest:



By:

Approved as to form:



David Billetdeaux, Port Counsel

RESOLUTION NO. 122-20

A RESOLUTION of the City of Richland authorizing an interlocal agreement with the Port of Benton related to the Center Parkway Improvements project.

WHEREAS, RCW 39.34.010 permits local government 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, Richland is the lead agency through its 2001 interlocal agreement with the City of Kennewick to construct Center Parkway between Gage Boulevard in Kennewick and Tapteal Drive in Richland; and

WHEREAS, Center Parkway, when completed, will cross the Port of Benton's railroad right-of-way and track pursuant to an easement agreement between the Port of Benton and the City of Richland; and

WHEREAS, the Tapteal Business Park, located in Richland, represents a substantial economic development opportunity if traffic circulation and access are improved to the Park, which extension of Center Parkway will accomplish; and

WHEREAS, Richland's proposed Center Parkway Improvements project presents an opportunity for the Port of Benton to promote economic development through a public infrastructure investment; and

WHEREAS, the Port of Benton and the City of Richland, 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 respective parties.

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 Port of Benton in support of the Center Parkway Improvements project.

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

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ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 17th day of November, 2020.



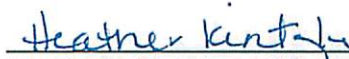
Ryan Lukson, Mayor

Attest:



Jennifer Rogers, City Clerk

Approved as to form:



Heather Kintzley, City Attorney