

INTERLOCAL COOPERATION AGREEMENT
Between
Cities of West Richland and Richland
For
Traffic Signal Technical and Programming Assistance

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this 21st day of April, 2021 by and between the **CITY OF WEST RICHLAND** (hereinafter "West Richland"), a municipal corporation of the State of Washington, and the **CITY OF RICHLAND** (hereinafter "Richland"), a municipal corporation of the State of Washington (referred to collectively as the "Parties"). This Agreement is made in conformance with and under the authority granted by Ch. 39.34 RCW, the Interlocal Cooperation Act.

I. Recitals

WHEREAS, West Richland owns and operates a small number of traffic signals; and

WHEREAS, Richland owns and operates more than fifty traffic signals; and

WHEREAS, West Richland contracts with a local electrical contractor for repairs and maintenance of West Richland's traffic signal equipment that excludes traffic signal technical and programming services; and

WHEREAS, West Richland's Public Works engineering staff does not have sufficient knowledge and/or expertise with traffic signal technical and programming; and

WHEREAS, West Richland desires to enter into an agreement for traffic signal technical and programming assistance with Richland; and

WHEREAS, Richland's Public Works engineering staff has knowledge and expertise with traffic signal technical and programming; and

WHEREAS, Richland and West Richland residents benefit from cost-effective partnering between their two government organizations; and

WHEREAS, the Interlocal Cooperation Act contained in Ch. 39.34 RCW authorizes local governments to contract for the joint conduct of activities which each of the Parties is individually authorized to perform.

NOW, THEREFORE, the Parties hereby agree as follows:

II. Agreement

Section 1. Purpose

The purpose of this Interlocal Cooperation Agreement is to authorize Richland to provide traffic signal technical and programming assistance to West Richland in exchange for timely and fair reimbursement of said assistance.

Section 2. Legal Entity

No separate legal or administrative entity is created upon execution of this Interlocal Cooperation Agreement.

Section 3. Responsibilities of Richland

Richland shall have the following responsibilities:

- A. Richland may provide traffic signal technical and programming assistance for West Richland during normal business hours when requested by West Richland, subject to Richland's current workload and staffing availability.
- B. Richland shall provide a written invoice to West Richland for any assistance completed under this Agreement. Invoices shall detail the date(s) of work, hours worked, and a general description of work completed.

Section 4. Responsibilities of West Richland

West Richland shall have the following obligations:

- A. West Richland may seek assistance from Richland by providing a written request for traffic signal technical and programming assistance. The request shall include West Richland's best effort to clearly define the scope of services being sought. Richland may decline to provide assistance under this Agreement in the event West Richland's request for services is unclear.
- B. West Richland shall pay the invoice received by Richland within thirty (30) days of receipt. If West Richland fails to pay any invoice within thirty (30) calendar days of receipt, such unpaid invoice shall bear interest at the rate of twelve (12) percent per annum until the amount of such unpaid invoice, plus interest thereon, is paid in full.

Section 5. Duration

The Agreement shall be effective when executed by both Richland and West Richland, and shall remain in effect until terminated as set forth in Section 6.

Section 6. Termination

This Agreement may be terminated by either West Richland or Richland with or without cause upon thirty (30) day's written notice from the terminating party to the other.

Section 7. Notices

Notice given under this Agreement shall be in writing, and may be by mail, personal delivery or email transmission. Written notices shall be directed to the Parties as follows:

City of Richland
625 Swift Boulevard, MS-26
Richland, WA. 99352
Attn: Public Works Director
progalsky@ci.richland.wa.us

City of West Richland
3100 Belmont Blvd., Suite 102
West Richland, WA. 99353
Attn: Public Works Director
roscoe@westrichland.org

Section 8. Filing

Pursuant to RCW 39.34.040, this Agreement shall become effective upon filing with the Benton County Auditor or posting on each agency's website after it is fully executed by the Parties.

Section 9. Modification

This Agreement may be amended or modified only in writing, and only with the written consent of each undersigned party.

Section 10. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected. To this end, the terms and conditions of this Agreement are declared severable.

Section 11. Jurisdiction & Venue

Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined in accordance with the laws of the State of Washington.

Section 12. Waiver

No waiver by either party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

Section 13. Indemnification

West Richland shall defend, indemnify, and hold Richland, its officers, officials, employees and volunteers harmless from any and all third party claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting, directly or indirectly, from this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year written above.

City of Richland



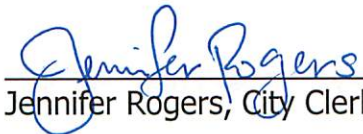
Jon Amundson
Interim City Manager

City of West Richland



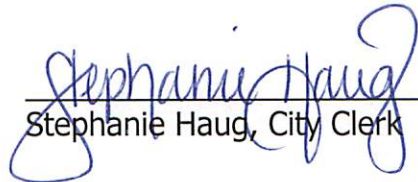
Brent Gerry, Mayor

Attest:



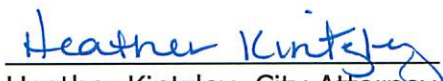
Jennifer Rogers, City Clerk

Attest:



Stephanie Haug, City Clerk

Approved as to form:



Heather Kintzley, City Attorney

Approved as to form:



Bronson Brown, City Attorney

RESOLUTION NO. 38-21

A RESOLUTION of the City of Richland authorizing an interlocal agreement with the City of West Richland for traffic signal engineering services.

WHEREAS, the city of West Richland ("West Richland") owns and operates a small number of traffic signals; and

WHEREAS, the city of Richland ("Richland") owns and operates more than fifty traffic signals; and

WHEREAS, West Richland contracts with a local electrical contractor for repairs and maintenance of West Richland's traffic signal equipment, but has no regular resource for traffic signal engineering and programming services; and

WHEREAS, Richland's Public Works engineering staff does have knowledge and expertise with traffic signal engineering and programming; and

WHEREAS, mutual advantage can be realized by entering into an interlocal agreement that allows Richland Public Works engineering staff to provide occasional traffic signal engineering services to West Richland; and

WHEREAS, West Richland would benefit by receiving timely cost-effective traffic signal engineering services and by having consistent traffic operations along Keene Road that connects the two cities; and

WHEREAS, Richland would benefit by having its costs of service paid by West Richland and by having consistent traffic operations along Keene Road that connects the two cities; and

WHEREAS, the Interlocal Cooperation Act contained in RCW 39.34 authorizes local governments such as the Parties to this interlocal agreement to contract for the joint conduct of activities which each of the Parties is individually authorized to perform.

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 West Richland for traffic signal technical services.

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

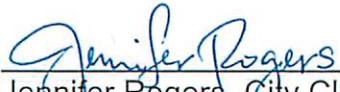
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ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 6th day of April, 2021.



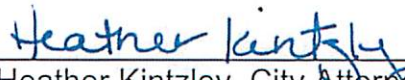
Ryan Lukson, Mayor

Attest:



Jennifer Rogers, City Clerk

Approved as to form:



Heather Kintzley, City Attorney