

FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT**Between****Cities of West Richland and Richland***Re: Tapteal 1 Booster Pump Station Upgrade Project*

This FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT (“Amendment”) is made and entered into this 21st day of June by and between the **City of Richland** (hereinafter “Richland”), a municipal corporation of the State of Washington, and the **City of West Richland** (hereinafter “West Richland”), a municipal corporation of the State of Washington (referred to collectively as the “Jurisdictions”).

I. Recitals

WHEREAS, the Jurisdictions entered into an interlocal agreement on July 22, 2020 to establish a partnership to complete the Tapteal 1 Booster Pump Station Upgrade Project (the “Project”), which provides vital potable water service to both agencies (*see* Richland Contract No. 236-20; the “Original Agreement”); and

WHEREAS, pursuant to the Original Agreement, Richland has completed planning work to establish the scope of improvements for the Project; and

WHEREAS, pursuant to Section 3 of the Original Agreement, the Jurisdictions now wish to amend the Original Agreement to provide for the terms and responsibilities to complete the Project; and

WHEREAS, the Jurisdictions’ best interests are served by completing the Tapteal 1 Booster Pump Station Project to provide needed capacity and reliability for their respective water systems.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the Jurisdictions agree to amend the Original Agreement as follows:

II. Agreement

1. **Section 3. Funding** shall be deleted in its entirety and replaced with the following:

- a. The Jurisdictions commit to sharing in the costs of Planning and Improvement Scope Development (Phase 1), Design and Bid Document Preparation (Phase 2), and Construction (Phase 3). The Jurisdictions’ funding shall consist of locally generated funds that will not impose state or federal procurement or environmental compliance requirements on the Project.
- b. Each Jurisdiction agrees to share equally in the total cost of Planning and Improvement Scope Development (Phase 1). The total cost for Phase 1 is **\$136,017.50**. West Richland’s portion of the total cost of Phase 1 is \$68,008.75, of which \$50,000 was previously paid by West Richland on March 31, 2022. The remaining balance of \$18,008.75 will be invoiced by Richland with appropriate backup documentation. West Richland will pay the balance within thirty (30) calendar days of receipt of an invoice from Richland.
- c. The Tapteal 1 Booster Pump Station Upgrade Project has a planned design demand of 12,500 gpm based on West Richland’s peak design demand of 2,500 gpm and Richland’s peak design demand of 10,000 gpm. The Jurisdictions agree to share the total cost of Phase 2 and Phase 3 based on each Jurisdiction’s portion of the Project’s peak design demand as follows:

- Richland will fund eighty percent (80%) of the total cost of Phases 2 and 3;
 - West Richland will fund twenty percent (20%) of the total cost of Phases 2 and 3.
- d. As of April 2023, the Project's total estimated Phase 2 costs are **\$214,061**. West Richland shall pay Richland twenty percent (20%) of the actual total cost of Phase 2 for the Project estimated at \$42,812.20. Richland will invoice West Richland, on a not more frequent basis than monthly, for actual Phase 2 work as completed. Richland shall provide backup documentation for each invoice submitted to West Richland. West Richland will pay the balance within thirty (30) calendar days of receipt of an invoice.
- e. As of April 2023, the Project's total estimated Phase 3 costs with 50% of the design complete is **\$5,257,850**. West Richland shall pay Richland twenty percent (20%) of the actual total cost of Phase 3 for the Project, subject to Section 4 as amended. Richland will invoice West Richland, on a not more frequent basis than monthly, for actual Phase 3 work as completed. Richland shall provide backup documentation for each invoice submitted to West Richland. West Richland will pay the balance within thirty (30) calendar days of receipt of an invoice.

Richland will apply for a low-interest loan from the Washington State Public Works Trust Fund program to finance the construction of this project. If the project receives funding from the Public Works Trust Fund West Richland's payment obligations will be revised to be 20% of the loan costs borne by Richland. West Richland shall make these payments within thirty (30) calendar days of receipt of an invoice. If the project does not receive Public Works Trust funding the provisions of the paragraph above will govern West Richland's payment obligations.

2. **Section 4. Development** is amended by replacing subsection (h) in its entirety with the following subsection (h) and adding new subsections (i), (j) and (k):
- 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 an event, Richland may impose water restrictions in accordance with Title 18 of the Richland Municipal Code and Section 3.8 of the Wholesale Water Service Agreement. The Jurisdictions also acknowledge and agree that delays in completing the design of these improvements will more than likely result in increased overall project costs. Richland shall make a good faith effort to complete the engineering design of the Project no later than December 31, 2023. Richland will provide final design documents and cost estimates to the City of West Richland for review. West Richland will complete its review within thirty (30) calendar days.
- i. If Richland does not complete the engineering design and advertise for construction bids before December 31, 2023, and if the final design construction cost estimate exceeds \$5,057,850, the Jurisdictions shall negotiate an amendment to this Agreement after completing a joint value engineering evaluation of the design and prior to proceeding to soliciting bids.
- j. If Richland advertises for construction bids before December 31, 2023, or if the final design construction cost estimate is \$5,087,850 or less, Richland will solicit bids in accordance with its purchasing policies. Within twenty-four (24) hours of the bid opening, Richland will transmit the bid results to West Richland. If the lowest responsible bid is less than \$5,057,850 and there were at least two (2) responsive bids received, Richland may proceed to award the construction contract. If the lowest responsive bid is more than \$5,057,850, Richland may only award the construction contract with the written concurrence from West Richland that the bidding process has produced

the best available value for the Project. If West Richland does not provide written concurrence to award the construction contract, the Jurisdictions will negotiate an amendment to this agreement to establish the means to complete the Project.

- k. Once the decision is made to award the bid, Richland is the jurisdiction responsible for making the award and administering a construction contract and any required consulting services to deliver a completed Project satisfying the contract plans and specifications.
- 3. All other terms and conditions of the Original Agreement executed on July 22, 2020 remain unchanged and in full force and effect.
- 4. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
- 5. Execution of this Amendment may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original amendment.
- 6. 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 amendment on behalf of the entity or party 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 amendment is enforceable in accordance with its terms.

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

City of Richland

City of West Richland



 Jon Amundson, ICMA-CM
 City Manager



 Brent Gerry, Mayor

Attest:

Attest:



 Jennifer Rogers, City Clerk



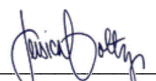
 Stephanie Haug, City Clerk

Approved as to form:

Approved as to form:



 Heather Kintzley, City Attorney



 Jessica Foltz, City Attorney

RESOLUTION NO. 2023-83

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A FIRST AMENDMENT TO THE INTERLOCAL
AGREEMENT WITH THE CITY OF WEST RICHLAND FOR THE
TAPTEAL 1 BOOSTER PUMP STATION UPGRADE PROJECT.**

WHEREAS, on July 22, 2020, the cities of Richland and West Richland entered into an interlocal agreement establishing a partnership to complete the Tapteal 1 Booster Pump Station Upgrade Project (the "Project") (*see* Richland Contract No. 236-20); and

WHEREAS, pursuant to the Original Agreement, the City has completed planning work to establish the scope of improvements for the Project; and

WHEREAS, pursuant to Section 3 of the Original Agreement, the cities wish to amend the Original Agreement to provide the terms under which the Project will be completed; and

WHEREAS, the City's best interests are served by completing the Project to provide capacity and reliability to its water system and to obtain the City of West Richland's contributions toward the Project.

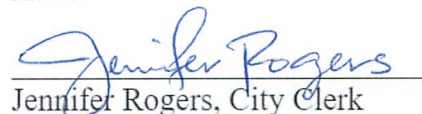
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a First Amendment to the Interlocal Agreement with the City of West Richland for the Tapteal 1 Booster Pump Station Upgrade Project.

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

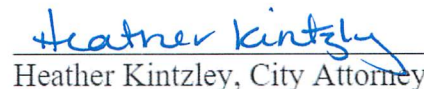
ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of June, 2023.


Terry Christensen, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney