

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE CITY OF RICHLAND AND RICHLAND SCHOOL DISTRICT
Re: 2023 Safe Routes to School Study

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 9th day of October, 2023 (the "Effective Date"), by and between the **City of Richland**, a Washington municipal corporation, (hereafter "Richland" or "City"), and the **Richland School District**, a political subdivision of the State of Washington with service at 6972 Keene Road, West Richland (hereafter the "School District"). Richland and School District 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 Jurisdiction 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 Jurisdiction to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, Richland School District has a school walk route and transportation program within Richland city limits; and

WHEREAS, the Jurisdictions both have a shared interest in improving the safety and mobility of children who walk and/or bike to school; and

WHEREAS, the Jurisdictions can best achieve their community safety objectives by evaluating existing conditions and planning for facility improvements to public streets and walking routes throughout the City; 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 Agencies.

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

II. AGREEMENT

Section 1. Purpose and Scope of Work: The purpose of this Agreement is to share the costs related to a Safe Routes to School Study (the "Study") that affect both the City of Richland's streets and the Richland School District's walk routes.

Section 2. Administration: The City of Richland Public Works Director or designee will administer this Agreement, and will be responsible for:

- a. Establishing policies for implementing this Agreement;
- b. Procuring the services of a professional engineering firm to conduct the Study;
- c. Negotiating and administering a professional services agreement with the selected firm to deliver the Study;
- d. Providing a single point-of-contact project manager to oversee the consultant's work and interface with School District staff;
- e. Providing periodic progress reports to the elected officials of each Jurisdiction; and
- f. Monitoring progress of the Jurisdictions and other entities in the fulfillment of their respective responsibilities.

Section 3. Funding: The Richland School District and City of Richland will share equally in funding the Study. The Study is expected not to exceed \$100,000. This funding shall be used for the professional engineering services and community outreach services as listed in the contract documents. School District shall reimburse City for fifty percent (50%) of the amount of invoices received for the Study up to \$50,000 (unless modified by Section 4.e.). The City shall invoice the School District for these costs no more than once per month.

Section 4. Development and Award Requirements: Each Jurisdiction hereby commits to the following:

- a. On or about August 13, 2023, City will advertise the request for qualifications (RFQ).
- b. On or about September 6, 2023, City will close the RFQ solicitation.
- c. City will provide School District with a copy of the RFQ responses. City and School District will jointly evaluate the responses and select the preferred candidate on or about September 14, 2023. City will issue an intent to award to the selected candidate.
- d. City will negotiate the contract scope and fee with the selected candidate. City will provide the agreed contract scope and fee to School District for review.
- e. If the total cost of the Study is at or below \$100,000 the City will proceed to award the consultant agreement in accordance with City's process requirements with Council award anticipated in October 2023. If the total cost of the Study is higher than \$100,000 the City and School District will jointly review the scope and fee to determine if the scope should be adjusted or if the fee is acceptable for award.

Adjustments to these scheduled action completion dates by less than sixty (60) days will not require an amendment to this Agreement.

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 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 at its own expense, but recordation is not required.
- b. This Agreement shall expire on the date of completion of the Study, not no later than December 31, 2024.

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. Both Jurisdictions will own a copy of the Study.

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]

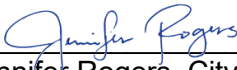
IN WITNESS WHEREOF, the Jurisdictions have entered into this Agreement as of the day and year first written above.

CITY OF RICHLAND



Jon Amundson, ICMA-CM
City Manager

Attest:



Jennifer Rogers, City Clerk

Approved as to form:



Heather Kintzley, City Attorney

RICHLAND SCHOOL DISTRICT



Dr. Shelley Redinger, Superintendent

Attest:



Richard Krasner, Director of Operations

Approved as to form:



Galt Pettett, RSD Attorney

RESOLUTION NO. 2023-152

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE
RICHLAND SCHOOL DISTRICT FOR THE 2023 SAFE ROUTES TO
SCHOOL STUDY.**

WHEREAS, Chapter 39.34.010 RCW 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 Chapter 39.34.080 RCW, each Jurisdiction is authorized to contract with any one or more public agencies to perform any governmental service, activity, or undertaking that each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the Richland School District has a school walk route and transportation program within Richland city limits; and

WHEREAS, the Richland School District and City (the "Jurisdictions") both have a shared interest in improving the safety and mobility of children who walk and/or bike to school; and

WHEREAS, the Jurisdictions can best achieve their community safety objectives by evaluating existing conditions and planning for facility improvements to public streets and walking routes throughout the city; 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.

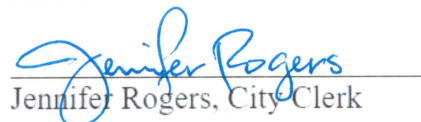
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the Richland School District for the 2023 Safe Routes to School Study.

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

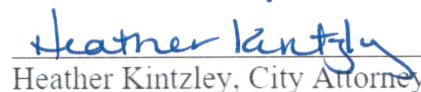
ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of October, 2023.


Terry Christensen, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney