

MEMORANDUM OF UNDERSTANDING
FOR
CITY TRAFFIC MANAGEMENT
RELATED TO THE NEW
SACAJAWEA ELEMENTARY SCHOOL CONSTRUCTION

This Memorandum of Understanding (“MOU”) dated the 15th day of ~~June~~ July, 2014, is entered into by and between the CITY OF RICHLAND, a municipal corporation of the State of Washington (hereinafter “City”), and the RICHLAND SCHOOL DISTRICT, a political subdivision of the State of Washington (hereinafter “School District”), collectively referred to as the “Parties.”

I. RECITALS

WHEREAS, the Richland School District and the City of Richland agree that the safety of citizens and students is a primary concern of our governmental agencies; and

WHEREAS, the Parties agree that by working together, we can utilize public resources more efficiently and effectively to respond to community and neighborhood concerns; and

WHEREAS, construction of the replacement Sacajawea Elementary School on a different area of the site will change travel patterns of students, neighbors, and citizens who use the sidewalks and roadways in the immediate area; and

WHEREAS, the School District completed, at the City’s request, a traffic study evaluating the current and anticipated traffic patterns on City streets near the Sacajawea Elementary School. The study, completed in April, 2014 by JUB Engineers, concluded that existing intersection controls are anticipated to remain appropriate for the new school configuration. The study includes several recommendations to reinforce safe and efficient travel to and from the school site

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties declare their respective objectives and agree as follows:

II. AGREEMENT

A. Purpose. The purpose of this Memorandum of Understanding is to acknowledge and identify the Parties’ commitment to work together to monitor traffic and pedestrian patterns that may change as the result of the new school’s location.

1. In the event that travelers to and from the school report safety concerns the City and School District agree to monitor travel patterns and assemble objective data to investigate and validate the reported concerns. The investigation may involve review of collision reports, traffic studies, direct observation or other objective data.

2. As recommended by the April, 2014 JUB Traffic Study the School District agrees to consider modifying its school attendance areas to reassign the area east of George Washington Way and south of Saint Street to Jefferson School as a measure to improve pedestrian safety conditions.
3. As recommended by the April, 2014 JUB Traffic Study the City and School District agree to pursue implementation of a striped eastbound right turn lane on Fuller Street at George Washington Way. The City will evaluate instituting an on-street parking restriction to support this recommendation. If the City implements an on-street parking restriction the School District will install, or pay the costs of, roadway striping to install the turn lane.
4. If the investigations described in no. 1 above indicate the need to make changes to the local streets to improve travel safety the School District agrees to participate with the City in the costs of such studies and additional traffic control treatments for a period of three (3) school years, beginning with the 2015 school year and ending in June, 2018. The District agrees to participate at a maximum cost to the District of \$20,000 for traffic roadway treatments, such as striping, restriping or signage, and up to \$200,000 for intersection traffic control devices at the intersection of George Washington Way and Fuller Street. The construction of a traffic control device must be warranted based on data and nationally recognized standards, and include consideration of a 20-mph school safety zone.

B. Duration and Termination. Upon execution, this Agreement shall be effective upon the date provided above, and shall remain in full force and effect until all the terms identified herein are satisfied, or until the City provides to the District written notice of satisfaction of the traffic and pedestrian issues surrounding the new Sacajawea elementary school.

C. 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.

D. Amendment. This Agreement may not be amended, modified, or changed, nor shall any provision hereof be deemed waived, except by a written instrument signed by both parties.

E. Benefits. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND

RICHLAND SCHOOL DISTRICT

William K. Johnson acting for
Cynthia D. Johnson, ICMA-CM
City Manager

Richard J. Schulte
Dr. Richard Schulte, Superintendent

Approved as to Form:

Heather Kintzley
Heather Kintzley
City Attorney

Approved as to Form:

Galt Pettett
Galt Pettett
General Counsel