

WHEN RECORDED RETURN TO:

Richland City Clerk
505 Swift Blvd, MS-05
Richland, WA 99352

CONTRACT NO. 265-18

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
THE CITY OF RICHLAND AND THE RICHLAND SCHOOL DISTRICT
FOR
RICHLAND SCHOOL CROSSINGS IMPROVEMENT PROJECT

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 28 day of August, 2018, between the City of Richland, a municipal corporation of the State of Washington, hereafter referred to as “**Richland**,” and Richland School District No. 400, a political subdivision of the State of Washington, hereafter referred to as “**RSD**.” Richland and RSD are referred to 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 is proposing to install rapid flash beacons and school zone flashing beacons at street crossings along Chief Joseph Middle School and White Bluffs Elementary School walk routes; and

WHEREAS, Richland submitted a grant application with the Washington Traffic Safety Commission (WTSC) seeking funding through its School Walk Routes Improvement Project; and

WHEREAS, RSD provided letters of support and has agreed to provide the matching funding necessary to receive the grant; and

WHEREAS, Richland was selected by WTSC to receive a grant award in the amount of \$57,096; and

WHEREAS, RSD will provide matching funds in the amount of \$28,606; and

WHEREAS, Richland will accept ownership and maintenance of the rapid flash and school zone beacons.

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 formalize the roles and responsibilities of the Jurisdictions in relation to implementation of the WTSC grant award for installation of two (2) rapid flash beacons and crosswalk upgrades at Chief Joseph Middle School, and installation of a new crosswalk, one (1) rapid flash beacon, and one (1) school zone beacon at White Bluffs Elementary.

Section 2. Administration: This Agreement shall be administered by the Richland City Manager or designee. Such person shall be responsible for:

- (a) Establishing policies for implementing this Agreement;
- (b) Utilizing Richland's and RSD's public works bid procedures in awarding construction contracts pursuant to this Agreement. In the event of a conflict, the more restrictive requirement shall be followed;
- (c) Assuring that each Jurisdiction's bid and prevailing wage law, policies, and procedures have been followed when awarding bids pursuant to this Agreement;
- (d) Providing periodic progress reports to the elected officials of each Jurisdiction;
- (e) The City shall advise RSD on its bid procedures at least thirty (30) days prior to bidding, and shall provide RSD an opportunity to review the bid procedures; and

- (f) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

Section 3. Funding: RSD hereby commits to provide funding as set forth below:

- (a) **\$28,606** to fund contract work, including engineering design, construction, and construction contract administration for the School Walk Routes Improvements Project.
 - i. Under no circumstance shall RSD's funding obligations increase beyond the \$28,606 identified herein.
 - ii. RSD's commitment is subject to a successful application and contract award. In the event an agreement with WTSC is not reached within 120 days of the effective date of this Agreement, then the Jurisdictions agree to:
 - a. Negotiate an amendment to this agreement around a feasible funding partnership for the project; or
 - b. Terminate this agreement related to the School Walk Routes Improvements Project.

Section 4. Richland's Project Development Responsibilities: Richland hereby commits to the following project development responsibilities for the School Walk Routes Improvements Project:

- (a) Richland will prepare a school crossing design that will include ADA-compliant features and improved crossing features;
- (b) Richland will assemble a complete funding package to support project completion no later than July 31, 2019;
- (c) Richland will contract for the improvements, except for work elements to be completed by Richland's Public Works staff;
- (d) Richland will oversee construction of the improvements and perform all necessary contract administration functions; and
- (e) Richland will develop and distribute public information identifying its partnership with RSD in completing the project.

Section 5. School Walk Routes Improvements Project: Once the installation is complete, Richland will assume ownership and maintenance responsibilities for the beacon systems and surface crossing features.

Section 6. Modification: This Agreement may be modified only by written consent of each Jurisdiction.

Section 7. Term of Agreement and Termination:

- (a) The term of this Agreement shall become effective on full execution hereof.
- (b) This Agreement shall expire on the date of Project completion.

Section 8. 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 for no less than three (3) years after its termination. This Agreement shall be filed or listed pursuant to RCW 39.34.040.

Section 9. No Separate Legal Entity: It is not the intention that a separate legal entity be established to conduct this cooperative undertaking, nor shall any acquiring, holding or disposing of real or personal property occur under this Agreement.

Section 10. 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 11. 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 party deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in Benton County Superior Court. The parties each consent to the personal jurisdiction of such court.

Section 12. Warranty of Authority and Execution. Each party to this Agreement warrants that it has the authority to enter into this Agreement. The person executing the Agreement for a Jurisdiction has been duly authorized to and does execute the Agreement on behalf of that Jurisdiction.

[Signature page to follow]

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

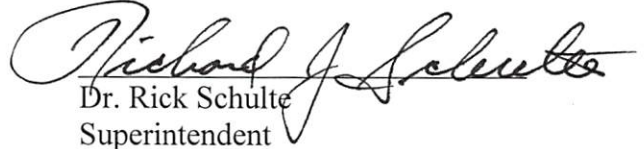
CITY OF RICHLAND



Cynthia D. Reents,
City Manager

Date: 8/28/18

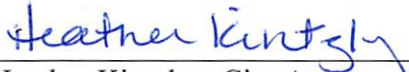
RICHLAND SCHOOL DISTRICT



Dr. Rick Schulte
Superintendent

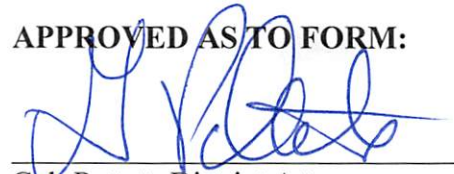
Date: 8/13/18

APPROVED AS TO FORM:



Heather Kintzley, City Attorney

APPROVED AS TO FORM:



Galt Pettett, District Attorney

RESOLUTION NO. 109-18

A RESOLUTION of the City of Richland authorizing an agreement with the Washington Traffic Safety Commission for the School Walk Routes Safety Project.

WHEREAS, Resolution No. 67-18, approved by the Richland City Council on April 3, 2018, authorized a grant application to the Washington Traffic Safety Commission (WTSC) to enhance pedestrian safety features near Chief Joseph Middle School and White Bluffs Elementary School; and

WHEREAS, the City was selected by WTSC to receive a grant award in the amount of \$57,096; and

WHEREAS, the Richland School District (RSD) has agreed to provide matching funds in the amount of \$28,606; and

WHEREAS, through the grant funding and RSD partnership, the City will improve travel safety near the two schools.

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 agreement with the Washington Traffic Safety Commission to receive funding to improve the walk routes to Chief Joseph Middle School and White Bluffs Elementary School.

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 21st day of August, 2018.


ROBERT J. THOMPSON
Mayor

ATTEST:


MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:


HEATHER KINTZLEY, City Attorney