

WHEN RECORDED RETURN TO:

Richland City Clerk
625 Swift Boulevard, MS-07
Richland, WA 99352

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE CITY OF RICHLAND AND THE PORT OF BENTON
Re: 2021 Slurry Seal Project

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 10th day of February, 2021 (the "Effective Date"), by and between the **City of Richland**, a Washington municipal corporation, (hereafter "Richland" or "City"), and the **Port of Benton**, a political subdivision of the state of Washington (hereafter "the Port"). Richland and the Port 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, the City of Richland has prepared a 2021 Slurry Seal contract to perform pavement preservation and maintenance on a number of city streets; and

WHEREAS, the Port of Benton has a pavement management program that includes slurry seals on various Port-owned streets; and

WHEREAS, the Port of Benton's program is small in comparison to the City's program; and

WHEREAS, the Jurisdictions have determined that including the Port of Benton's 2021 slurry seal projects into the City's 2021 Slurry Seal contract serves the best interests of the Jurisdictions and the public; 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, 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 assist the Port of Benton in preserving portions of Port-owned streets near the Richland Airport and Technology & Business Campus/Richland Innovation Center by applying a slurry seal to the streets as shown on attached **Exhibit A**. Such preservation is for the benefit of all citizens and visitors of Richland.

Section 2. Administration: The Richland City Manager or designee will administer this Agreement, and will be responsible for:

- a. Establishing policies for implementing this Agreement;
- b. Providing periodic progress reports to the elected officials of each Jurisdiction; and
- c. Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.

Section 3. Funding: The Port of Benton hereby commits to provide funding as set forth below:

- a. Contract work (including 10% contingency): \$ 308,000
- b. Contract administration/city inspection: 3%

This funding shall be used for the Project construction listed in the Bid Tabulations under Schedule B per the 2021 Slurry Seal contract documents.

- c. The Port of Benton agrees to provide a laydown area in north Richland if needed to support the work of the contractor.

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

- a. By March 5, 2021, City will include the locations of the Port's slurry seal areas and generate biddable construction drawings.
- b. On or about March 7, 2021, City will advertise the project for bids.
- c. On or about March 22, 2021, City will open bids.
- d. The City will provide the Port with a copy of the bid results. If the total cost of Schedule B work is at or below \$290,000 the City will proceed to award the project contract in accordance with City process requirements. If the total cost of Schedule B work is higher than \$290,000 the Port will review the bid received for Schedule B and notify City in writing by April 14, 2021 if the bid is acceptable for award.

No amendment to this Agreement is necessary to modify these scheduled action completion dates by less than sixty (60) days. Adjustments by sixty (60) days or greater require amendment to this Agreement, which may be executed administratively without further legislative action.

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 body 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 Project.

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.

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



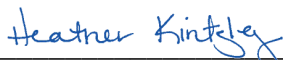
Jon Amundson, ICMA-CM
Interim City Manager

Attest:



Jennifer Rogers, City Clerk

Approved as to form:



Heather Kintzley, City Attorney

PORT OF BENTON



Diahann Howard, Executive Director

Attest:

By:

Approved as to form:



David Billetdeaux, Port Counsel



RICHLAND AIRPORT

Base Bid Schedule: Terminal Dr, Airport Way, Bronco Ln,
Aileron Rd, Lindberg Loop, Butler Loop, Aviator Dr
Slurry Seal and Pavement Marking





Technology Business Campus (TBC)/Richland Innovation Center (RIC)

Additive Bid Schedule: University Dr (G Way to POB Blvd), 3rd Street (GW Way to POB Blvd), 7th Street (POB Blvd to Richardson Rd), Battelle Boulevard (G Way to Richardson Rd), 9th Street (G Way Blvd to Richardson Rd), 10th St (G Way to POB Blvd)

Slurry Seal and Pavement Markings

