

## **Inter-local Agreement Between the City of College Place and Walla Walla County for Cost Sharing for the Preliminary Engineering Phase of the Taumarson Road Reconstruction Project**

This agreement is made and entered into by and between the City of College Place (College Place) and the County of Walla Walla (County), also referred to as the “PARTNERS” for the Taumarson Road Reconstruction Project (Taumarson Road).

WHEREAS, RCW Chapter 39.34 authorizes the County and College Place to jointly exercise powers, privileges and authority through interlocal agreement, and

WHEREAS, Taumarson Road is identified as a Principal Arterial in the Long Term Arterial Plan jointly developed by the City of Walla Walla, City of College Place and Walla Walla County, published in the Walla Walla County Comprehensive Plan, and

WHEREAS, Taumarson Road is located within both jurisdictions, and

WHEREAS, Taumarson Road is functionally obsolete based on its current federal functional classification as a minor arterial road, and

WHEREAS, Taumarson Road is included in the six-year Transportation Improvement Programs of each jurisdiction, and

WHEREAS, Federal Surface Transportation (STP) funds have been allocated in the amount of \$93,446 to the County for preliminary engineering, and

WHEREAS, the County and College Place intend to cooperatively fund the preliminary engineering phase for Taumarson Road, and

WHEREAS, the County and College Place desire to outline their joint responsibilities and obligations;

NOW THEREFORE, it is mutually agreed by and between the County and College Place:

1. Taumarson Road improvements are a necessary element in the local transportation system to increase safety and foster economic development.
2. The parties to this agreement commit to completing the preliminary engineering phase for Taumarson Road through a mutually beneficial partnership that provides for an involved decision making process and shared financial responsibility.
3. The parties agree that this Inter-local Agreement for cost-sharing, based on the benefits to each party, is necessary to establish the fair and reasonable apportionment of costs between the County and College Place.

4. The parties agree to diligently pursue the completion of the project and to provide such support and assistance as necessary to accomplish completion of the project.
5. The design and specifications for Taumarson Road will be jointly determined by College Place and the County.
6. The County will serve as the lead agency and will administer the project in accordance with state and federal requirements. The County will coordinate design and produce project plans and right of way plans.
7. Project costs are defined as those costs attributable to the scope of the project as defined in Attachment A to this agreement.
8. Project total expense shall not exceed the engineer's estimate for the scope of work in Attachment A unless otherwise expressly agreed in advance by the Partners.
9. STP funds have been allocated in the amount of \$93,446. Additional STP funds that become available for this project will be expended on this project.
10. STP funds require a local "match" contribution in the amount of 13.5% of expended funds. College Place and the County will provide matching dollars according to the following split, which is based on the miles of Taumarson Road to be improved within their respective jurisdictions: College Place will provide 1/3 of the required matching funds and the County will provide 2/3 of the required matching funds. The County shall invoice College Place for their share on a quarterly basis.
11. Should any dispute arise concerning any provision of this agreement, or the Partner's rights and obligations thereunder, the Partners shall meet and confer in an attempt to resolve the dispute. Prior to commencement of any legal action by any of the Partners, the Partner proposing such action shall provide to the other Partner thirty (30) days written notice of the intent to take such action; provided that such notice shall not be required where a delay in commencing an action would prejudice the interests of the Partner that intends file suit. During the thirty (30) day notice period, the Partners shall meet and confer in an attempt to resolve the dispute. Except as specifically provided, nothing herein is intended waive or abridge any right or remedy that the County or College Place may have.
12. If within 2 years of the execution of this agreement, continuous progress is not made toward an imminent start of construction within one additional year, Partners shall meet and confer in an attempt to complete the project in a timely manner.
13. If the agreement is not extended as set forth in Section 12, this Agreement shall expire on September 1, 2015.
14. The Director of the Walla Walla County Public Works Department and City Engineer of the City of College Place will be jointly responsible for administering this Agreement.

Attest:

For the Walla Walla Board of County Commissioners

Connie R. Vinti

Connie R. Vinti, Clerk of the Board

Perry L. Rogier

Chair

James R. Johnson

Commissioner

Gregory A. Tompkins

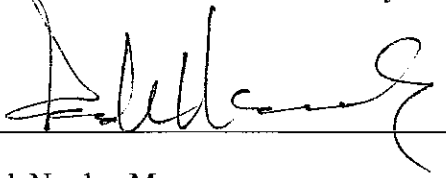
Commissioner

April 15, 2013

Date

Attest:

For the City of College Place City Council



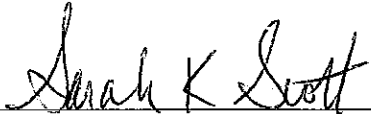
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Rick Newby, Mayor

8 APRIL 2013

Date

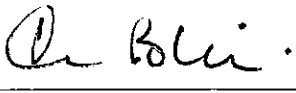
Attest:



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Sarah K. Scott, City Clerk

Approved as to form:



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Charles B. Phillips, City Attorney

## Attachment A

### Preliminary Scope of Work

This preliminary scope of work includes topographic data collection, right-of-way mapping, and roadway design. Preliminary costs are estimated as follows:

Consultant Fees (cultural survey)	\$10,000
County Preliminary Engineering	\$95,000
<u>WSDOT Administration</u>	<u>\$1,000</u>
TOTAL Preliminary Cost Estimate	\$106,000