



Commissioners' Agenda Action Sheet

Meeting Date: February 11, 2025
Subject: Interlocal Agreement with the City of West Richland for Mayo Drive Maintenance
Presenter:
Prepared By: Matt Rasmussen
Reviewed By: Jeff Aultman
PA Review: **Approved:** Yes **Denied:** No **N/A:** No
(If denied, include reasoning)

Type of Agenda Item: Consent Agenda

Summary / Background Information

The City of West Richland was awarded funding from the Washington State Department of Transportation to make improvements to SR224 which passes through their jurisdiction. Mayo Drive is a County road that intersects SR224. The City desires to install curb, gutter, sidewalks, storm drainage and street lighting at the Mayo Drive/SR224 intersection that the County would not normally require. The County is not set up to maintain these improvements as they are not typical on county roads. The City has agreed to maintain the improvements so that they are in place in the event of future annexation.

Fiscal Impact

None, The City of West Richland will bare all maintenance costs for the new improvements.

Recommendation

Move to approve as part of the Consent Agenda.

Suggested Motion

I move to approve the grant agreement between Benton County and the City of West Richland for the Mayo Drive – S224 Intersection Maintenance.

Signatures Required on Agreements/Contracts

Date on first page and the Chair signs on page 4 of agreement.

RESOLUTION 2025-103

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN INTERLOCAL AGREEMENT WITH THE CITY OF WEST RICHLAND FOR THE MAINTENANCE OF CERTAIN ROAD IMPROVEMENTS AT THE INTERSECTION OF MAYO DRIVE AND SR224 IN BENTON COUNTY.

WHEREAS, The City of West Richland obtained funding from the State of Washington to make improvements to SR 224 that passes through their jurisdiction; and

WHEREAS, Mayo Drive intersects with SR 224 but is under the jurisdiction of Benton County; and

WHEREAS, the City desires to install certain improvements (curb, gutter, sidewalk, storm drainage and street lighting) that are inconsistent with County road operations; and

WHEREAS, the City will agree to maintain those improvements so that they are in place in the event of future annexation; and

WHEREAS, an interlocal agreement has been drafted that outlines to roles and responsibilities of each jurisdiction in regards to the maintenance of the Mayo Drive, SR224 intersection; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the Interlocal Agreement between Benton County and the City of West Richland for the maintenance of road improvements at the intersection of Mayo Drive and SR224 in Benton County; and

BE IT FURTHER RESOLVED, that the Chair of the Board or the Chair Pro-Tem be, and hereby is, authorized to execute the interlocal agreement on behalf of Benton County.

Dated this 11th day of February, 2025

DocuSigned by:
Jerome Selvin
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 DocuSigned by: **Chairman of the Board**
Michael Alvarez
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 DocuSigned by: **Chairman Pro Tem**
Will McKay
 436087D784E74GF...
Commissioner

DocuSigned by:
Amanda Pearson
 34825A075E024C5...
Attest:
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig:
cc:

M. Rasmussen

**CITY OF WEST RICHLAND
RESOLUTION NO. 14-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST RICHLAND,
WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL
COOPERATION AGREEMENT REGARDING MAYO DRIVE - SR 224
INTERSECTION MAINTENANCE AGREEMENT WITH BENTON COUNTY.**

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 public agency 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 such contract is authorized by law to perform; and

WHEREAS, the City has entered into a Participating Agreement with the Washington State Department of Transportation (WSDOT) for design and construction of the SR 224 Red Mountain Improvements Project; and

WHEREAS, the project will reconstruct the intersection of Mayo Drive and SR 224 with the addition of pedestrian sidewalks, ADA ramps, storm drainage catch basin, and streetlight; and

WHEREAS, the County does not desire to maintain the new improvements; and


WHEREAS, the City agrees to maintain the added improvements at the intersection; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST RICHLAND,
WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Mayor is hereby authorized to execute the attached Interlocal Cooperation Agreement regarding Mayo Drive – SR 224 Intersection Maintenance Agreement with Benton County.

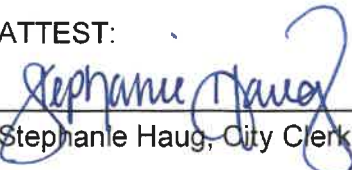
Section 2. This resolution shall be in effective immediately upon approval.

PASSED by the City Council for the City of West Richland, Washington, this 18th day of February 2025.




Brent Gerry, Mayor

ATTEST:



Stephanie Haug, City Clerk

APPROVED AS TO FORM:



Jessica Foltz, City Attorney

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE CITY OF WEST RICHLAND and BENTON COUNTY
For
Mayo Drive – SR 224 Intersection Maintenance Agreement

THIS INTERLOCAL COOPERATIVE AGREEMENT (“**Agreement**”) is entered into on this 18 day of February, 2025, (the “Effective Date”) by and between the **City of West Richland**, a Washington municipal corporation (hereafter “**City**”) and the **Benton County**, a political subdivision of the state of Washington (hereafter “**County**”). West Richland and County are also herein referred to individually or collectively as “**Party**” or “**Parties**,” respectively.

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 public agency 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 such contract is authorized by law to perform; and

WHEREAS, the City has entered into a Participating Agreement with the Washington State Department of Transportation (WSDOT) for design and construction of the SR 224 Red Mountain Vicinity Improvements Project; and

WHEREAS, the project will reconstruct the intersection of Mayo Drive and SR 224 with the addition of curb and gutters, sidewalks, ADA ramps, storm drainage catch basin, street lighting, roadway asphalt paving, striping, and signage; and

WHEREAS, the County does not desire to maintain the new improvements; and

WHEREAS, the City agrees to maintain the added improvements at the intersection; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

II. AGREEMENT

Section 1. Purpose and Scope of Work

The purpose of this Agreement is to formalize a commitment to complete improvements at the intersection of Mayo Drive and SR 224 with the design and construction of the SR 224 Red Mountain Vicinity Improvements Project (hereafter “**Project**”). The Project’s scope of work shown on Exhibit A, includes the installation of curb and gutters, sidewalks, ADA ramps, storm drainage catch basin, street lighting, roadway asphalt paving, striping, and signage.

Section 2. Administration

The City Public Works Director or designee will administer this Agreement and will be responsible for:

- a. Establishing policies for implementing this Agreement.
- b. Providing periodic progress reports to each Party's representative.
- c. Monitoring progress of the Parties in fulfillment of their respective responsibilities.

Section 3. Costs, Funding and Contributions

The project is funded through federal, state, City and County funds which have been allocated towards the Project. Project funds will be used to reconstruct the intersection. The City will be responsible for future maintenance costs for the added improvements at the intersection. The County will continue to be responsible for maintenance of the roadway.

Section 4. Development

The Parties hereby commit to the following:

- a. City shall include installation of the curb and gutters, sidewalks, ADA ramps, storm drainage catch basin, street lighting, asphalt roadway reconstruction, striping, and signage for the Project.
- b. City, in cooperation with WSDOT, will administer and manage the construction contract.
- c. City will be responsible for maintenance of curb and gutters, sidewalks, ADA ramps, storm drainage catch basin, and street lighting.
- d. County will be responsible for maintenance of roadway asphalt, striping and signage.
- e. The Parties agree to timely negotiate amendments to this Agreement, if needed.

Section 4. Modification

Amendments to this Agreement must be in writing and executed by each Party's duly authorized representative.

Section 5. Effective Date & Recording:

This Agreement shall become effective in full execution hereof, and upon posting on at least one Party's website as provided in RCW 39.34.040. Either Party may choose to record this Agreement, but recording is not required.

Section 6. Inspection of Records

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Party's representative during the term of this Agreement and shall be maintained thereafter in accordance with the retention schedule established by the state of Washington for public records.

Section 7. No Separate Legal Entity

By this Agreement, the Parties do not intend to form a separate legal entity to conduct the cooperative undertaking.

Section 8. Severability

In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid by a court of law, such invalidity shall not affect any other terms, conditions, or applications of this Agreement which can be given their intended effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

Section 9. Governing Law & Venue

All disputes related to this Agreement shall be resolved under the laws of the state of Washington, with venue being Benton County, Washington.

Section 10. 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 its duly authorized representative to so execute and deliver this Agreement on behalf of the entity for which he or she is signing. The Parties 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 11. 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.

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

BENTON COUNTY

CITY OF WEST RICHLAND

Chair of the Benton County
Board of Commissioners



Brent Gerry, Mayor

Attest:

Attest:

Clerk of the Board




Stephanie Haug, City Clerk

Approved as to form:

Approved as to form:

Deputy Prosecuting Attorney



Jessica Foltz, City Attorney

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

BENTON COUNTY

CITY OF WEST RICHLAND

DocuSigned by:
Jerome Selvin
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Chair of the Benton County
Board of Commissioners

Brent Gerry, Mayor

Attest:

Attest:

DocuSigned by:
Ananda Pearson
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Clerk of the Board

Stephanie Haug, City Clerk

Approved as to form:

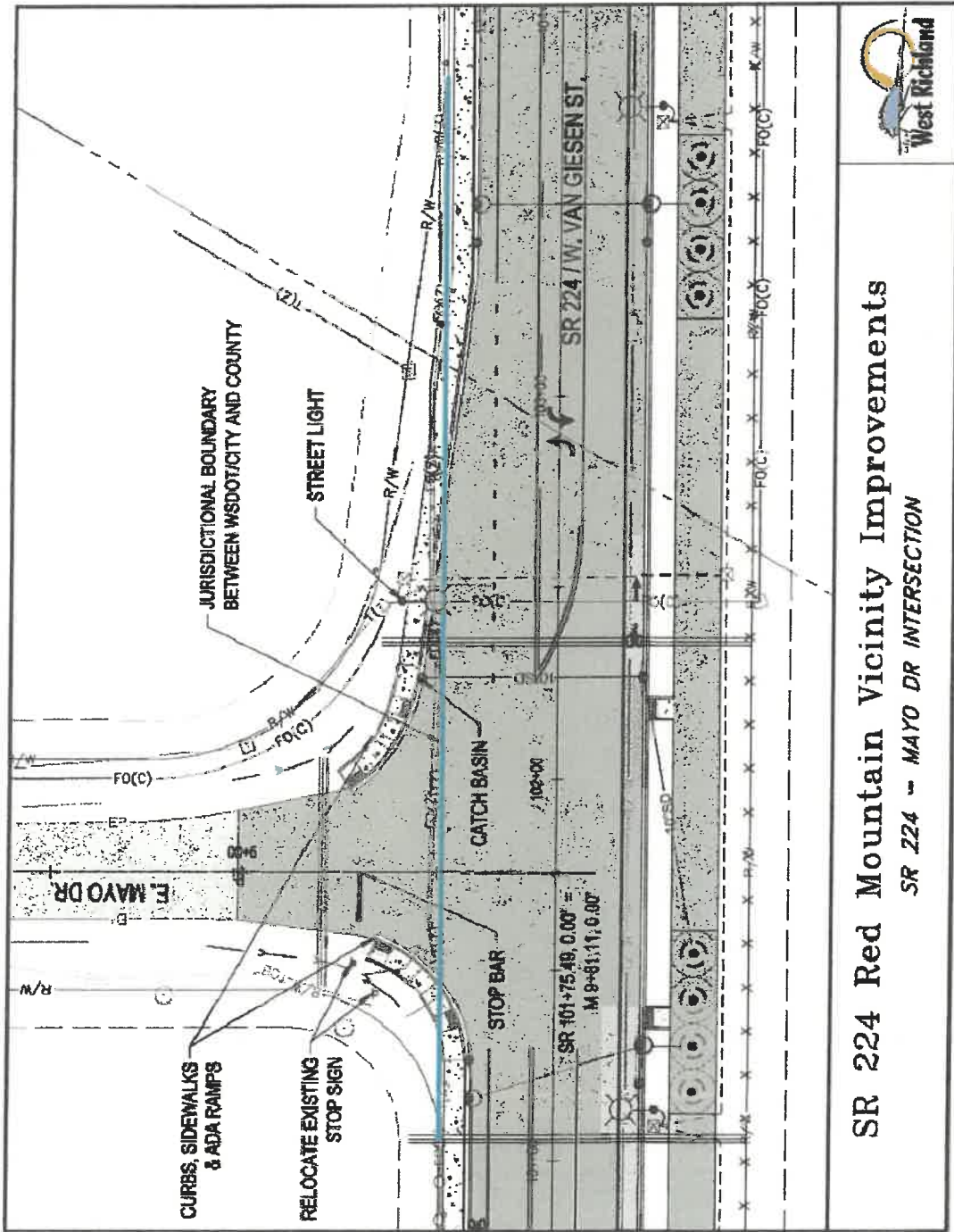
Approved as to form:

Jeff Aultman

Deputy Prosecuting Attorney

Jessica Foltz, City Attorney

EXHIBIT A



SR 224 Red Mountain Vicinity Improvements
SR 224 - MAYO DR INTERSECTION

