

## **Inter-local Agreement Between the Port of Walla Walla, Walla Walla County, and the City of Prescott for the 2019 Roadway Maintenance Project**

This agreement is made and entered into by and between the Port of Walla Walla (Port), County of Walla Walla (County) and the City of Prescott (City), also referred to as the "PARTNERS" for the 2019 Prescott Roadway Maintenance Project.

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

WHEREAS, the PARTNERS intend to cooperatively fund improvements to the Prescott Roadway Maintenance Project, and

WHEREAS, the PARTNERS desire to outline their joint responsibilities and obligations.

NOW THEREFORE, it is mutually agreed by and between the PARTNERS:

1. The Prescott Roadway Maintenance Project 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 Prescott Roadway Maintenance Project 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 PARTNERS.
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, specifications and construction for the Prescott Roadway Maintenance Project will be jointly determined by the County and the City.
6. The County Public Works Department will complete all of the road maintenance work to be performed under this agreement and as further defined in Attachment A.
7. The Port agrees to reimburse the City for up to \$47,592 for the services outlined in Section 6 above.
8. The project will be funded by \$61,019 in funds from the Transportation Improvement Board (TIB Funds) and \$47,592 in Port Economic Development Sales Tax Funds (remaining balance of available funds for Prescott).

9. The County will invoice the City of Prescott monthly for road maintenance costs described in Attachment A as they accrue. Payment will be due within 30 days of invoicing. Maintenance costs shall not exceed the County's engineer's estimate for the scope of work in Attachment A unless otherwise expressly agreed in advance by the City. The City will be responsible to the County for all additional costs above \$108,611.
10. 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 to 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 Partners may have.
11. If within six months of the execution of this agreement, significant progress has not been made toward an imminent start of maintenance, Partners shall meet and confer in an attempt to complete the project in a timely manner.
12. If the agreement is not extended as set forth in Section 11, this Agreement shall expire on December 31, 2019.
13. The Director of the Walla Walla County Public Works Department, Executive Director of the Port of Walla Walla, and Mayor of the City of Prescott will be jointly responsible for administering this Agreement.
14. Executed copies of this Agreement shall be filed or posted online as required by Section 39.34.040 of the Revised Code of Washington prior to this Agreement becoming effective.
15. Any party may terminate this Agreement with 60-days' notice to the other Parties. The County will be reimbursed for all work performed up to the date of termination.

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

PORT OF WALLA WALLA, a municipal corporation

Patrick H. Reay  
Patrick H. Reay, Executive Director

4/17/19  
Date

TOWN OF PRESCOTT, a municipal corporation

Steve Heimbigner  
Steve Heimbigner, Mayor

4/17/2019  
Date

Attest:

For the Walla Walla Board of County Commissioners

Diane Harris  
Diane Harris, Clerk of the Board

[Signature]  
Chair

[Signature]  
Commissioner

[Signature]  
Commissioner

4/22/19  
Date

**Attachment A**  
**Roadway Maintenance Project**  
**Costs Estimate**

**Attachment A**

**Town of Prescott  
Estimate for Roadway Preservation**

Arterial	Termini	Segment Length	Travel Lanes	Pavement Width	Roadway Surface	PCR Score	Rating Status	SWEEPING FOR PREP \$0.0111/SF OF CHIP SEAL		CHIP SEAL \$0.3522/SF		CRACK SEAL \$0.1425/SF OF CHIP SEAL		SCRUBBING \$104.72/TON		PATCHING \$11/SF		PAINTING \$1.02/LF		SEGMENT TOTAL
								QTY SEE CHIP SEAL	TOTAL	QTY SF	TOTAL	QTY SEE CHIP SEAL	TOTAL	QTY TON	TOTAL	QTY SF	TOTAL	QTY LF	TOTAL	
A ST	FIRST ST to FRONT ST	0.1	2	40	ACP	63	Fair	-	\$ 234.43	21,120	\$ 7,438.46	-	\$ 3,009.60	60	\$ 6,283.20	200	\$ 2,200.00	580	\$ 835.20	\$ 20,000.90
A ST	FRONT ST to EOR	0.12	2	22	ACP	48	Poor	-	\$ 154.82	13,948	\$ 4,912.49	-	\$ 1,987.59	100	\$ 10,472.00	450	\$ 4,950.00	-	\$ -	\$ 22,476.90
D ST	FIRST ST to RAILROAD AVE	0.04	2	34	ACP	81	Good	-	\$ 79.63	7,174	\$ 2,526.68	-	\$ 1,022.30	-	\$ -	-	\$ -	180	\$ 259.20	\$ 3,887.81
D ST	SECOND ST (SR 124) to FIRST ST	0.09	2	42	ACP	63	Fair	-	\$ 221.45	19,950	\$ 7,026.39	-	\$ 2,842.88	-	\$ -	-	\$ -	600	\$ 864.00	\$ 10,954.71
F ST	SECOND ST (SR 124) to RAILROAD AVE	0.07	2	24	ACP	68	Fair	-	\$ 98.57	8,880	\$ 3,127.54	-	\$ 1,265.40	-	\$ -	-	\$ -	20	\$ 28.80	\$ 4,520.30
FIRST ST	A ST to B ST	0.07	2	20	ACP	52	Fair	-	\$ 82.14	7,400	\$ 2,606.28	-	\$ 1,054.50	12	\$ 1,256.64	-	\$ -	40	\$ 57.60	\$ 5,057.16
FIRST ST	B ST to C ST	0.07	2	20	ACP	81	Good	-	\$ 82.14	7,400	\$ 2,606.28	-	\$ 1,054.50	-	\$ -	-	\$ -	-	\$ -	\$ 3,742.92
FIRST ST	C ST to D ST	0.07	2	20	ACP	63	Fair	-	\$ 82.14	7,400	\$ 2,606.28	-	\$ 1,054.50	10	\$ 1,047.20	-	\$ -	-	\$ -	\$ 4,790.12
FRONT ST	A ST to B ST	0.07	2	16	ACP	68	Fair	-	\$ 65.71	5,920	\$ 2,085.02	-	\$ 843.60	-	\$ -	-	\$ -	-	\$ -	\$ 2,994.34
G ST	SECOND ST (SR 124) to RAILROAD AVE	0.04	2	17	ACP	63	Fair	-	\$ 39.82	3,587	\$ 1,263.34	-	\$ 511.15	-	\$ -	-	\$ -	20	\$ 28.80	\$ 1,843.10
MAY ST	MILL ST to ROGERS RD	0.21	2	14	ACP	81	Good	-	\$ 172.34	15,526	\$ 5,468.26	-	\$ 2,212.46	44	\$ 4,607.68	50	\$ 550.00	-	\$ -	\$ 13,010.73
MILL ST	RAILROAD AVE to MAY ST	0.04	1	12	ACP	52	Fair	-	\$ 28.11	2,532	\$ 891.77	-	\$ 360.81	-	\$ -	100	\$ 1,100.00	-	\$ -	\$ 2,380.69
RAILROAD AVE	E ST to F ST	0.08	2	24	ACP	81	Good	-	\$ -	-	\$ -	-	\$ -	40	\$ 4,188.80	100	\$ 1,100.00	-	\$ -	\$ 5,288.80
RAILROAD AVE	F ST to G ST	0.15	2	16	ACP	86	Good	-	\$ 35.52	3,200	\$ 1,127.04	-	\$ 456.00	-	\$ -	-	\$ -	-	\$ -	\$ 1,618.56
THIRD ST	G ST to SMITH SPRING RD	0.09	2	16	ACP	60	Fair	-	\$ 84.36	7,600	\$ 2,676.72	-	\$ 1,083.00	-	\$ -	-	\$ -	-	\$ -	\$ 3,844.08
FOURTH ST	AT INTERSECTION WITH E ST				ACP		Pothole Repair	-	\$ -	-	\$ -	-	\$ -	-	\$ -	100	\$ 1,100.00	-	\$ -	\$ 1,100.00
TOUCHET ST	AT INTERSECTION WITH MILL ST				ACP		Pothole Repair	-	\$ -	-	\$ -	-	\$ -	-	\$ -	100	\$ 1,100.00	-	\$ -	\$ 1,100.00
								<b>SWEEPING TOTAL</b>		<b>CHIP SEAL TOTAL</b>		<b>CRACK SEAL TOTAL</b>		<b>SCRUBBING TOTAL</b>		<b>PATCHING TOTAL</b>		<b>PAINTING TOTAL</b>		<b>GRAND TOTAL</b>
								-	\$ 1,461.17	131,637.00	\$ 46,362.55	-	\$ 18,758.27	266.00	\$ 27,855.52	1,100.00	\$ 12,100.00	1,440.00	\$ 2,073.60	<b>\$ 108,611.11</b>