

AFTER RECORDING RETURN TO:

City of Kennewick
210 W. 6th Ave.
Kennewick, WA 99336-0108
Attn.: Terri Wright, City Clerk

CONTRACT NO. 86-20

**Interlocal Agreement
Between the City of Kennewick and the City of Richland
For the Steptoe Street & Gage Boulevard Intersection Improvements Project**

This AGREEMENT, made and entered into this 21st day of April, 2020, between the City of Kennewick (hereinafter called "KENNEWICK") and the City of Richland (hereinafter called "RICHLAND"), collectively hereinafter referred to as the "PARTIES."

WHEREAS, KENNEWICK will be undertaking the task for preliminary design engineering, public involvement, environmental studies, right-of-way acquisition, utility relocations, bidding, construction of the project, and associated work all of which is hereinafter called the PROJECT, and

WHEREAS, KENNEWICK has identified the PROJECT in their Six-year Transportation Improvement Programs, and

WHEREAS, the PROJECT consists of providing dual left turn lanes on each approach as well as constructing new dedicated right turn lanes on the north and west legs of the Steptoe Street & Gage Boulevard Intersection, and

WHEREAS, the PROJECT will require coordination with various utilities that will be impacted by the intersection improvements, and

WHEREAS, the PROJECT shall also include appraising, negotiating and purchasing Right of Way and Easements with adjacent property owners, and

WHEREAS, KENNEWICK has secured regional competitive funds through the Surface Transportation Program (STP) of \$285,450 for Preliminary Engineering, \$346,000 for Right of Way, and \$2,595,000 for Construction of the PROJECT, and

WHEREAS, the PARTIES recognize the mutual benefits of the PROJECT, and

WHEREAS, the PARTIES agree that all costs associated with the PROJECT will be proportioned at a ratio of 75% to KENNEWICK and 25% to RICHLAND, and

WHEREAS, the PARTIES agree that KENNEWICK shall act as the lead agency for the PROJECT, and

WHEREAS, RCW 47.28.140, Agreements to Benefit or Improve Highways, Roads, Streets, and Establish Urban Public Transportation Systems and RCW 39.34 Interlocal Cooperation Act, provide authority for agencies to enter into this agreement.

NOW THEREFORE, in consideration for the mutual covenants, conditions, and terms contained herein, the said PARTIES hereby enter into this agreement for the PROJECT as follows:

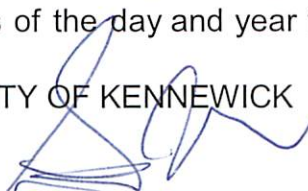
1. Purpose: The purpose of this interlocal agreement is to identify the obligations of the PARTIES related to a mutually undertaken construction project to improve the intersection of Gage and Steptoe streets.
2. KENNEWICK, as agent acting for and on the behalf of the PARTIES, agrees to:
 - a. Prepare conceptual drawings for use in interagency meetings, public workshops, stakeholder meetings, environmental studies, and right-of-way acquisition.
 - b. Prepare plans, specifications and Engineer's estimate for roadway and utility construction.
 - c. Contract with a consulting firm or firms for right-of-way appraisal and acquisition phase of the PROJECT.
 - d. Consult with and seek approval from RICHLAND prior to approving any cost overruns attributed to the PROJECT.
 - e. Perform construction administration and inspection for the PROJECT.
 - f. Obligate \$3,226,450 of STP regional competitive funds for the design, right-of-way acquisition, utility locates, and construction of the PROJECT.
 - g. Prepare and submit monthly invoices to RICHLAND as compensation of costs for a proportionate amount for the design, right-of-way, and construction phases of the PROJECT.
 - h. Seek additional grant funding to further offset local match and any cost overruns.
3. RICHLAND agrees to:
 - a. Contribute 25% of the 13.5% local match for the street construction, right-of-way acquisitions, utility relocations and associated improvements. This amount shall not exceed \$125,887.50.
 - b. Contribute to an equitable share for any increase in costs above RICHLAND's contribution to the agreed local match, subject to RICHLAND's written approval and acceptance of any increase in costs prior to approval.
4. The provisions of this Agreement shall become effective upon execution by both PARTIES and recording with the Benton County Auditor, and shall remain in effect until KENNEWICK City Council accepts the PROJECT as complete, unless terminated at an earlier date by either party without cause if such party provides

written notice to terminate.

5. This Agreement may be modified only by written consent of each party.
6. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any party during the term of this Agreement, and shall be maintained in accordance with Washington State's public records retention requirements.
7. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking, nor shall any acquiring, holding or disposing of real or personal property occur under this Agreement.
8. 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.
9. 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.


IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the day and year first above written.

CITY OF KENNEWICK




Don Britain, Mayor Pro Tem
Steve Lee

ATTEST:



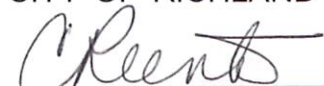
Terri Wright, City Clerk

APPROVED AS TO FORM:



Lisa Beaton, City Attorney

CITY OF RICHLAND



Cindy Reents, City Manager

ATTEST:



Jennifer Rogers, City Clerk

APPROVED AS TO FORM:



Heather Kintzley, City Attorney

RESOLUTION NO. 56-20

A RESOLUTION of the City of Richland authorizing an interlocal agreement with the City of Kennewick related to the Steptoe/Gage Intersection Improvements project.

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, thereby providing services and facilities in a manner 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 other public agency to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, Steptoe Street is a major arterial street of regional significance; and

WHEREAS, Steptoe Street forms a significant length of the municipal boundary between the cities of Richland and Kennewick; and

WHEREAS, the cities of Richland and Kennewick (the "Jurisdictions") have previously executed several interlocal agreements by which the Jurisdictions have shared responsibility for construction and maintenance of Steptoe Street; and

WHEREAS, Gage Boulevard is an arterial street connecting the west end of Kennewick to much of south Richland; and

WHEREAS, three approaches to the intersection lie within the city of Kennewick, and one approach lies mostly within the city of Richland; and

WHEREAS, the intersection of Steptoe Street and Gage Boulevard has been identified by both Jurisdictions and the Benton-Franklin Council of Governments as experiencing significant congestion; and

WHEREAS, the 2017 Benton-Franklin Council of Governments Regional Transportation Plan predicts that land development will add congestion to this intersection; and

WHEREAS, the best interests of both Jurisdictions are served by improving the intersection to address current and anticipated congestion; and


WHEREAS, the Jurisdictions applied for and received federal surface transportation program funds to make improvements to the intersection; and

WHEREAS, the Jurisdictions agree that Kennewick should act as lead agency for the intersection improvement project.

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 interlocal agreement with the city of Kennewick pledging a one-fourth share of grant matching funds and limited cost overruns to support Kennewick's efforts to improve the intersection of Steptoe Street and Gage Boulevard.


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 7th day of April, 2020.



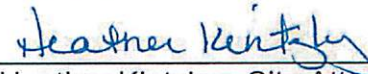
Ryan Lukson, Mayor

Attested by:



Jennifer Rogers, City Clerk

Approved as to form:



Heather Kintzley, City Attorney