

INTERLOCAL AGREEMENT **CONTRACT NO. 138-11**

**STEPTOE STREET EXTENSION
COLUMBIA PARK TRAIL TO CLEARWATER AVENUE**

**CITY OF KENNEWICK
CITY OF RICHLAND**

This AGREEMENT, made and entered into this 6th day of December, 2011, between the City of Kennewick (hereinafter called "KENNEWICK") and the City of Richland (hereinafter called "RICHLAND"), collectively hereinafter referred to as the "PARTIES".

WHEREAS, the PARTIES entered into interlocal agreements for the construction of Steptoe Street from Columbia Park Trail to Clearwater Avenue (hereinafter called the "PROJECT"), and

WHEREAS, the PROJECT has been constructed between Columbia Park Trail and Center Parkway/Rachel Road, and

WHEREAS, KENNEWICK is actively pursuing the construction of the PROJECT between Center Parkway/Rachel Road and Clearwater Avenue, and

WHEREAS, the PROJECT limits are within the City Limits of both jurisdictions, and

WHEREAS, maintenance of the PROJECT infrastructure is required, and

WHEREAS, the PARTIES have a mutual interest in conducting public safety operations, 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 PARTIES hereby enter into this agreement as follows:

I. GENERAL

1. The PARTIES, agree to:

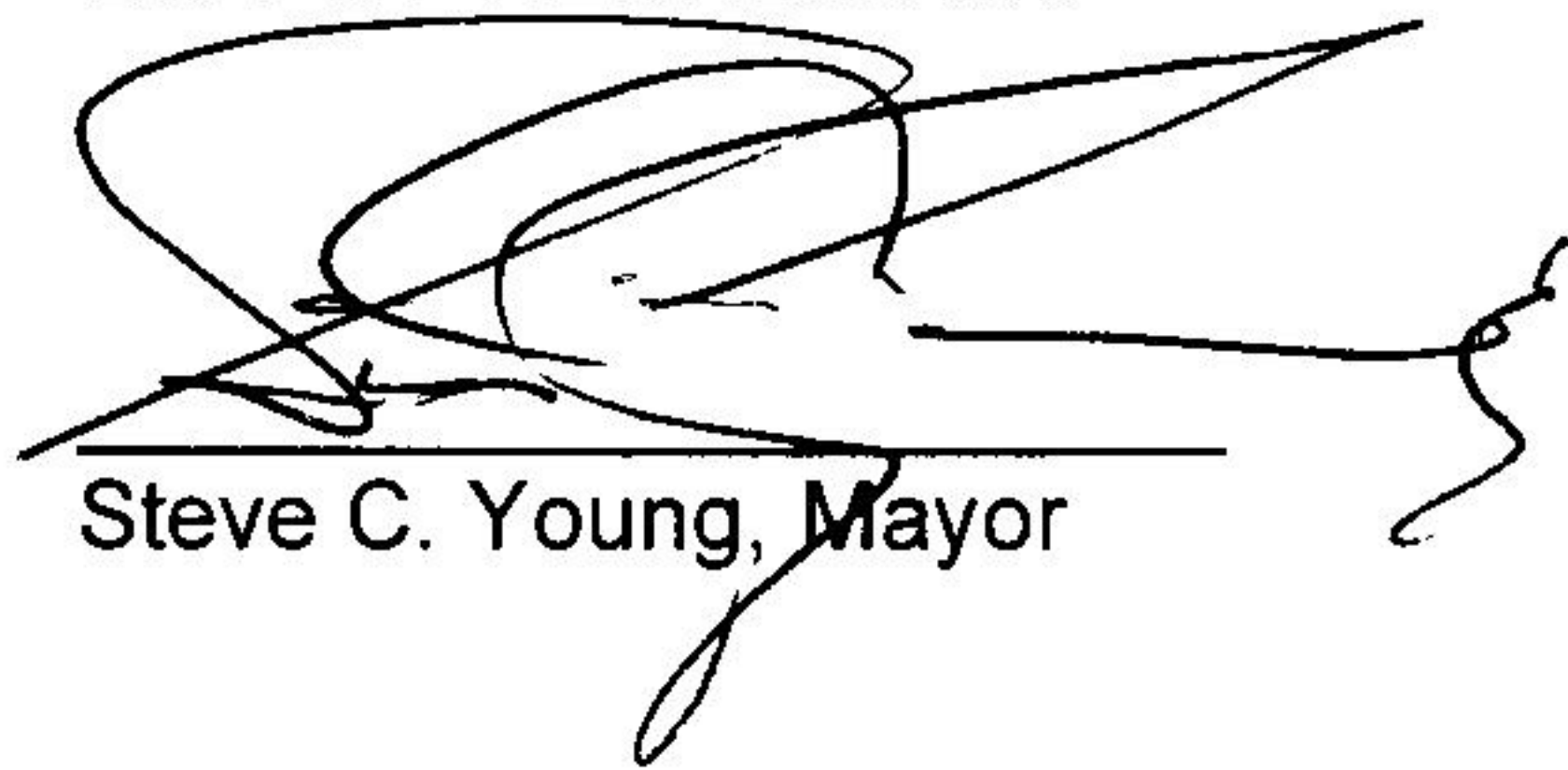
- a. Maintain the landscaping and irrigation within their respective jurisdictions.
- b. Maintain the potable water mains and sewer mains serving their respective jurisdictions.

- c. Maintain the storm water disposal system within their respective jurisdictions consisting of perk trenches, catchbasins and lateral lines connecting catchbasin manholes to the overflow system manhole.
- d. Maintain the illumination systems within their respective jurisdictions.
- e. Maintain the pedestrian and bicycle facilities located outside the street curb line within their respective jurisdictions.
- f. Conduct street sweeping activities on alternating years. KENNEWICK shall conduct street sweeping activities during even numbered years (i.e. 2012, 2014, 2016, etc.). RICHLAND shall conduct street sweeping activities during odd numbered years (i.e. 2013, 2015, 2017, etc.).
- g. Conduct snow and icecontrol operations on alternating years. KENNEWICK shall conduct snow/ice control activities during the winter season beginning with an odd numbered year (i.e. 2011-12, 2013-14, 2015-16, etc.). RICHLAND shall conduct snow/ice control activities during winter seasons beginning with even numbered years (i.e. 2012-13, 2014-15, 2016-17, etc.).
- h. Coordinate regularly and jointly provide for law enforcement and fire protection services.
- i. Share equally in the cost of maintenance of the storm drainage overflow system, including pipemain, manholes and drywells. KENNEWICK will maintain the overflow system for the street section between Clearwater Avenue and Gage Boulevard; and RICHLAND will maintain the overflow system for the section between Gage Boulevard and Columbia Park Trail.
- j. Share equally in the cost of future pavement maintenance and restoration.
- k. Share equally in the cost for maintenance of the roadway striping and pavement markings.
- l. KENNEWICK and RICHLAND shall be responsible of any traffic control signs within their respective jurisdiction boundaries.
- m. KENNEWICK and RICHLAND shall cooperate in the timing and coordination of the traffic signals along the corridor to reduce congestion and provide progression between the signals.
- n. KENNEWICK shall operate and maintain the traffic signal at the intersection of Gage Boulevard and Steptoe Street. Extraordinary costs shall have prior approval by RICHLAND and shall be split 75 percent KENNEWICK, 25 percent RICHLAND. Extraordinary costs shall be one-time repair or improvements over \$5,000, the amount which shall be adjusted annually in accordance with the December Seattle CPI-U.
- o. RICHLAND shall operate and maintain the future traffic signal at the intersection of Steptoe Street and Rachel Road (Center Parkway). Extraordinary costs shall have prior approval by KENNEWICK and shall be split 75 percent RICHLAND, 25 percent KENNEWICK. Extraordinary costs shall be one-time repair or improvements over \$5,000, the amount which shall be adjusted annually in accordance with the December Seattle CPI-U.

- p. KENNEWICK shall operate and maintain the traffic signal at the intersection of Clearwater Avenue and Steptoe Street and shall incur 100 percent of any costs.
 - q. Richland shall operate and maintain current and future traffic controls at the intersections of Steptoe Street and Canyon Street and at Steptoe Street and Tapteal Drive and shall incur 100 percent of any costs.
2. KENNEWICK, agrees to:
- a. Register all Class V Underground Injections Control (UIC) wells with the Department of Ecology on behalf of the respective jurisdiction.
3. The provisions of this agreement shall become effective on the date written above.

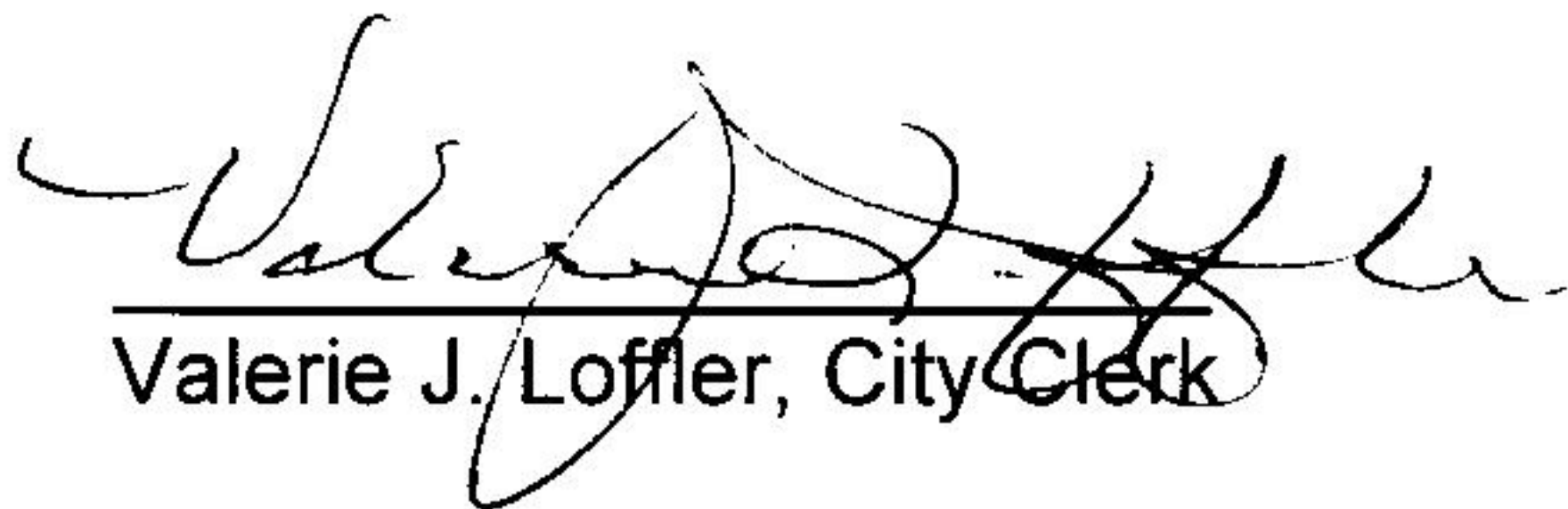
IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the day and year first written above.

CITY OF KENNEWICK



Steve C. Young, Mayor

ATTEST:



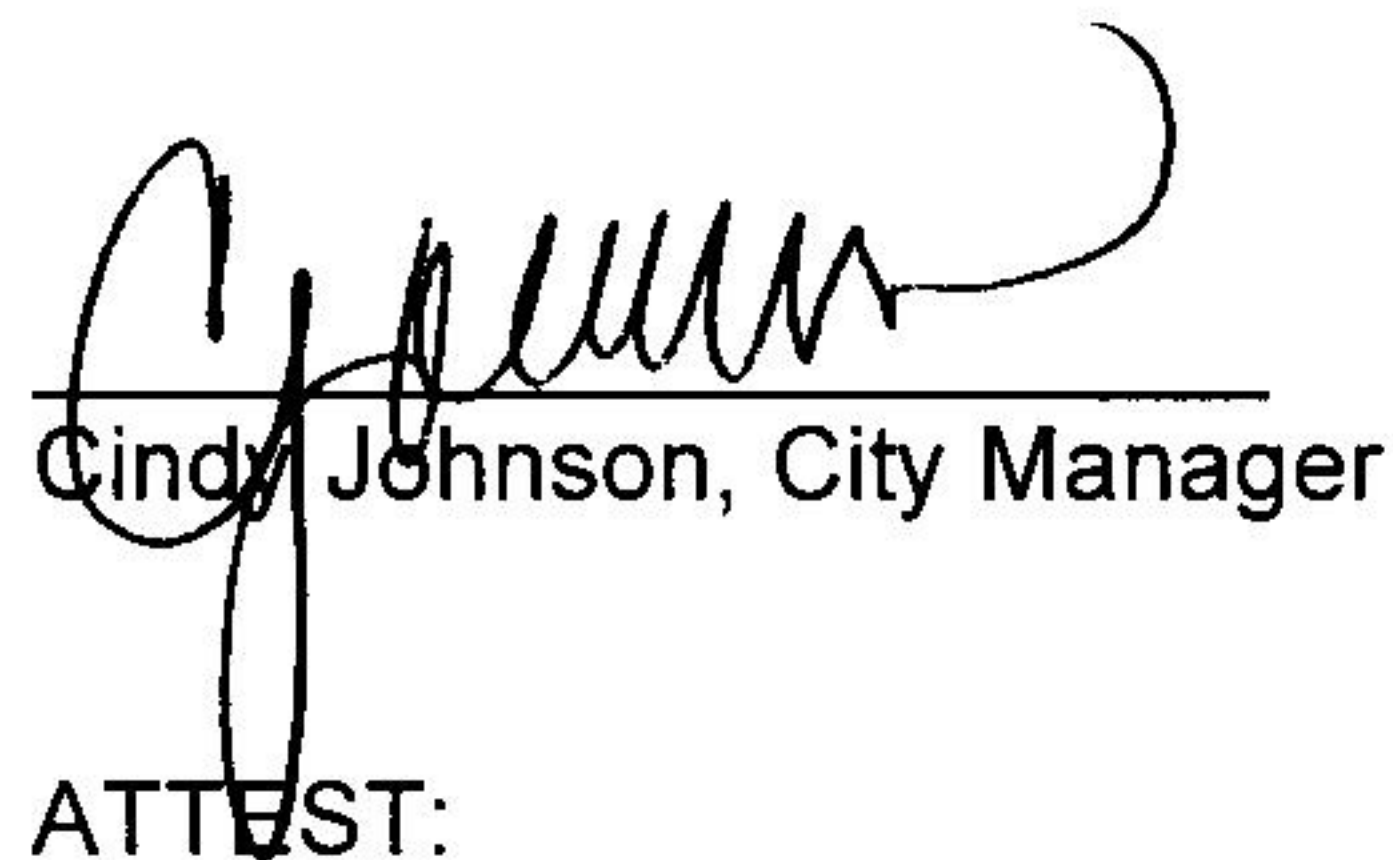
Valerie J. Loffler, City Clerk

APPROVED AS TO FORM



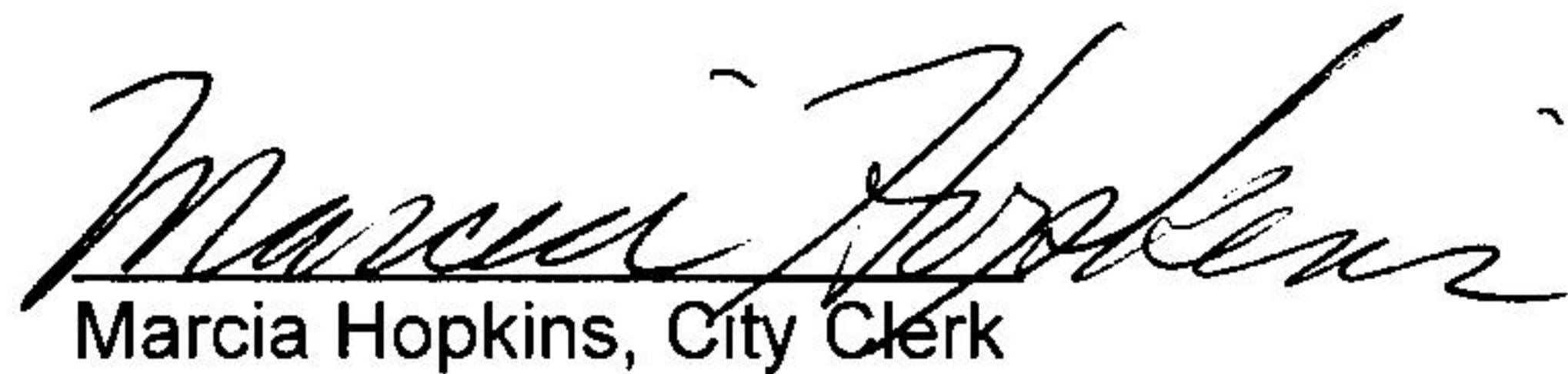
Lisa Beaton, City Attorney

CITY OF RICHLAND




Cindy Johnson, City Manager

ATTEST:



Marcia Hopkins, City Clerk

APPROVED AS TO FORM



Thomas O. Lampson, City Attorney