

**JOINT AGREEMENT****LESLIE ROAD IMPROVEMENTS**

**CITY OF RICHLAND  
CITY OF KENNEWICK  
BENTON COUNTY**

This AGREEMENT, made and entered into this 21st day of Dec., 2004, between the City of Richland, (hereafter called "Richland"), City of Kennewick, (hereinafter call "Kennewick"), and Benton County, (hereinafter called "Benton County"), collectively hereinafter referred to as the "PARTIES".

WHEREAS, the segment of Leslie Road bounded on the north by Meadow Hills Drive and on the south by Clearwater Avenue is a narrow two-lane road carrying increasingly large volumes of traffic; and

WHEREAS, the PARTIES have included improvements to Leslie Road and the intersection at Clearwater Avenue within their Six-Year Transportation Improvement Program; and

WHEREAS, Richland's most recent estimate of the improvement costs is \$2,695,000; and

WHEREAS, recent and proposed development within RICHLAND and KENNEWICK will require improvements to the intersection layout and controls at the Leslie Road / Clearwater Avenue intersection; and

WHEREAS, the PARTIES intend that the Leslie Road Improvements be implemented to Richland standards; and

WHEREAS, of the section of Leslie Road to be reconstructed approximately 2,400 linear feet lies within Benton County, approximately 4,300 linear feet of Leslie Road lies within Richland, and the entire length of Leslie Road lies with Richland's Urban Growth Boundary; and

WHEREAS, technical staff at Richland, Kennewick, and Benton County endorse relocation of the Leslie Road / Clearwater Avenue intersection approximately 400 feet to the south of its existing location. The new intersection location would be aligned with the westbound exit and on-ramps for the Washington State Department of Transportation's (WSDOT) I-82's Badger Road Interchange; and

WHEREAS, the project will involve relocating and reconstructing the Burlington Northern Santa Fe railroad track crossing and signal system, which is located on the Benton County-owned section of Leslie Road; and

WHEREAS, Richland intends to pursue grant funding necessary to complete the Leslie Road Improvements; and

WHEREAS, KENNEWICK and BENTON COUNTY have provided commitments of support for previous grant applications for this project; and

WHEREAS, many grant programs reward projects for completed preliminary engineering work; and



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

**WHEREAS, Richland is a qualified CA agency for administration of FHWA Surface Transportation Program funds; and**

**WHEREAS, the PARTIES recognize the mutual benefits of improvements to Leslie Road.**

**NOW THEREFORE, in consideration for the mutual covenants, conditions, and terms contained herein, the said PARTIES hereby enter into this agreement for implementation of the Leslie Road Improvements project as follows:**

- 1. Richland will be the lead agency for implementation of the Leslie Road Improvements project. The project will be implemented in phases. The first phase, detailed in this agreement, will complete the preliminary plan, profile, and cross section design along with studies necessary for WSDOT and Burlington Northern Santa Fe Railroad approval.**
- 2. It is anticipated that addenda to this agreement will be required to implement final design and construction, once the source and amount of grant funding is identified for the overall project.**
- 3. Richland will implement the Leslie Road Improvements project in full compliance with all applicable federal and state agency requirements.**
- 4. Richland will contract with a consulting engineering company for completion of the required Washington State Department of Transportation intersection analysis, up to and including an Access Point Decision Report, if required. Richland will submit the consultant scope of work to Kennewick and Benton County for review prior to entering into an agreement with the consultant. Benton County and Kennewick will provide staff participation in the consultant selection process and technical review of the analysis and proposed intersection.**
- 5. Richland will obtain required permits from the Burlington Northern Santa Fe Railroad. Benton County agrees to support Richland in these efforts by providing access to Benton County records relevant to Burlington Northern railroad crossings.**
- 6. The total budget for this first phase of the project will not exceed \$100,000.**
- 7. Richland will prepare grant applications to secure funding necessary to complete the project.**
- 8. Benton County will transfer \$78,000 in Surface Transportation Program (STP-U) funds to Richland for implementation of the project's pre-design phase. The final design and construction phases of the project will require transfer of additional STP funds, not to exceed \$316,000, to Richland. Benton County agrees to provide the required STP-U local matching funds, not to exceed \$21,000 for the construction phase of the project. Benton County's financial participation in this project shall not exceed \$415,000 without approval of Benton County.**
- 9. Kennewick will provide \$10,000 in non-federal funds for the intersection analysis study and railroad permitting activities. Kennewick has previously committed to**



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provide \$300,000 in local matching funds to support completion of this project using state or federal grant funds. By its approval of this agreement Kennewick confirms its support in that amount to the project. Kennewick's financial participation in this project shall not exceed \$300,000.

10. Richland will provide required local matching funds to Benton County's STP-U funds through the pre-design and final design phases of the project.
11. Kennewick and Benton County agree to support Richland's efforts to obtain grant funds for the project.
12. The Parties agree to jointly request WSDOT financial participation in this project for the final design and construction phases of the project.
13. It is agreed that the Parties' financial participation may be reduced below the amounts stated above if contributions from other agencies result in excess funds being allocated to the project.
14. Richland agrees to contract for construction of the improvements, if the project is fully funded, by no later than July 1, 2007. If Richland fails to contract for construction by July 1, 2007, and an amendment to this agreement is not completed, all unspent STP funds transferred to Richland for implementation of the Leslie Road Improvements shall be returned to Benton County and this Agreement will thereupon be terminated.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the 21st day of Dec, 2004.

CITY OF RICHLAND

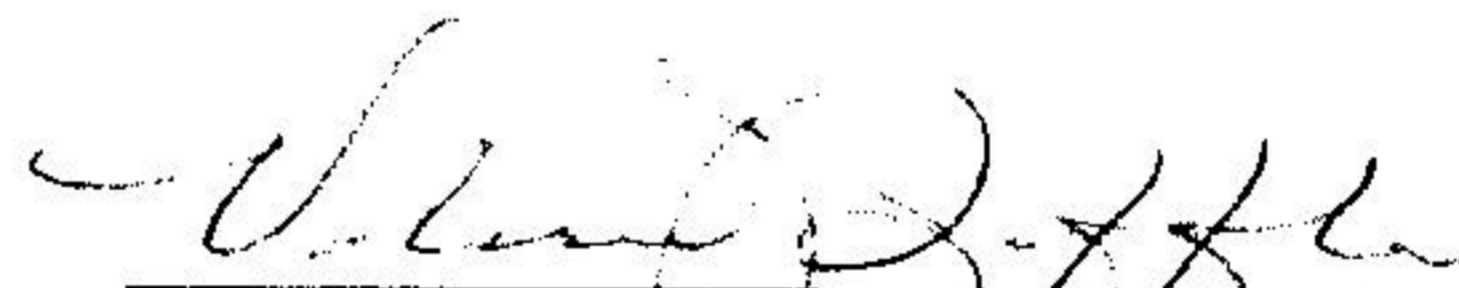
CITY OF KENNEWICK

By:   
John C. Darrington, City Manager


By:   
James R. Beaver, Mayor

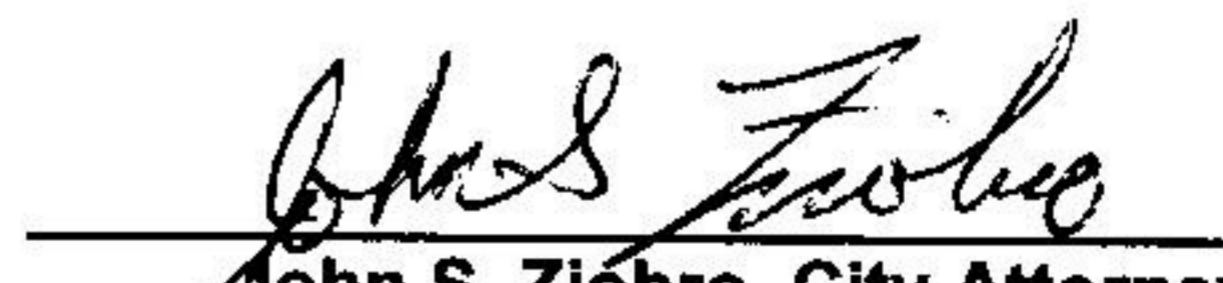
ATTEST:

  
Cindy Johnson, City Clerk

  
Valerie J. Loffler, City Clerk

APPROVED AS TO FORM:

  
Thomas Lampson, City Attorney

  
John S. Ziobro, City Attorney

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**BENTON COUNTY**

By: Leo M. Bowman  
**Leo M. Bowman, Chairman  
Board of County Commissioners**

**ATTEST:**

Cami McKenzie  
**Cami McKenzie, Clerk of the Board**

**APPROVED AS TO FORM:**

Cassandra Noble  
**Cassandra Noble, Deputy Prosecuting Attorney**