

**AMENDMENT NO. 2 TO
JOINT AGREEMENT BETWEEN THE CITIES OF RICHLAND AND
KENNEWICK AND BENTON COUNTY FOR LESLIE ROAD IMPROVEMENTS**

THIS AMENDMENT to that certain Joint Agreement which is dated the 21st day of December, 2004, among the City of Richland, Washington, (hereinafter called RICHLAND) and the City of Kennewick, Washington, (hereinafter called KENNEWICK) and Benton County, Washington (hereinafter called COUNTY) all political subdivisions in the State of Washington (collectively hereinafter referred to as the PARTIES), is made this 20th day of OCTOBER, 2010

WHEREAS, the PARTIES have, pursuant to RCW 39.94, Interlocal Cooperation Act and RCW 47.28.140, Agreements to Benefit or Improve Highways, Roads, Streets and Establish Urban Public Transportation Systems, agreed to exercise their powers jointly to provide for the Leslie Road Improvements Project to be administered by RICHLAND; and

WHEREAS, the PARTIES by their respective legislative bodies have determined that certain amendments to the Joint Agreement are warranted, now, therefore and in consideration of the mutual covenants contained therein, said Joint Agreement is amended as follows:

Replace item 14 with:

14. RICHLAND agrees to make its best efforts to contract for the remaining construction needed between Clearwater Avenue and Reata Road no later than July 1, 2011.

Add items 15 to 20 as follows:

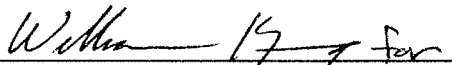
15. RICHLAND shall prepare and COUNTY agrees to be named as a petitioner with RICHLAND for a railroad grade crossing reconstruction petition to be submitted to the Washington Utilities and Transportation Commission, for the Leslie Road crossing (USDOT # 104566M).
16. COUNTY agrees to sign and execute a Grade Crossing Construction and Maintenance Agreement, ("GCCMA") a copy of which is attached as attachment "A," with BNSF Railway Company ("BNSF") for the reconstruction of the Leslie Road crossing.
17. RICHLAND shall be responsible for all of the County's obligations and costs associated with the GCCMA, including but not limited to, the acquisition of temporary and permanent easements from BNSF, performance of specified work, compliance with provisions of the GCCMA

to indemnify, defend and hold BNSF harmless, and reimbursement of actual costs BNSF may incur to construct the upgraded crossing.

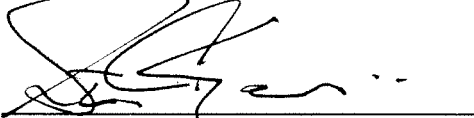
18. After completion and acceptance of construction of the Leslie Road Improvements project and expiration of subsequent warranty period, COUNTY and KENNEWICK agree to assume normal operation and maintenance responsibilities for Clearwater Avenue and Leslie Road within their jurisdictional boundaries.
19. Every five years RICHLAND and KENNEWICK shall prepare updated 20-year traffic volumes and 95th percentile queuing analysis report for the intersection of Clearwater Avenue and Leslie Road and submit said report to the BNSF. Traffic volumes shall be developed using the latest 20-year regional traffic model forecast from the Benton-Franklin Council of Governments. RICHLAND shall prepare the volumes and analysis report for years ending in zero (i.e., 2010, 2020, etc) and KENNEWICK shall prepare the volumes and analysis for years ending in five (i.e., 2015, 2025, etc).
20. The costs for any future improvements or mitigation required as a result of the 95th percentile queuing analysis reports shall be shared by RICHLAND and KENNEWICK.

This Amendment approved by the PARTIES, party to the Joint Agreement, the day and year first written above:

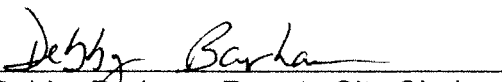
CITY OF RICHLAND

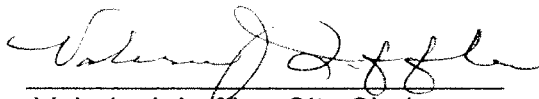
BY: 
Cindy Johnson, City Manager

CITY OF KENNEWICK

BY: 
Steve C. Young, Mayor

ATTEST:


Debby Barham, Deputy City Clerk

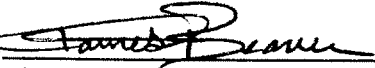

Valerie J. Loffler, City Clerk

APPROVED AS TO FORM:

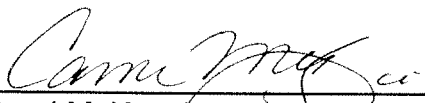

Thomas Lampson, City Attorney


Lisa Beaton, City Attorney

BENTON COUNTY

BY: 
James Beaver, Chairman
Board of County Commissioners

ATTEST:


Cami McKenzie, Clerk of the Board

APPROVED AS TO FORM:


Reid Hay
Deputy Prosecuting Attorney