

RESOLUTION 2023 0749

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF RICHLAND FOR BADGER MOUNTAIN SOUTH TRAFFIC MITIGATION

WHEREAS, pursuant to RCW 39.34, local government units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, land development activity in Richland is predicted to impact operation and level of service of several intersections on the County's road system as identified in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022; and

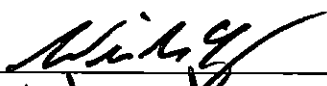
WHEREAS, the City of Richland and Benton County desire to establish a means by which Richland will fully mitigate the predicted impacts; and

WHEREAS, the City of Richland enforces development impact mitigation obligations on land development activity through project environmental evaluation and collection of traffic impact fees; **NOW, THEREFORE;**


BE IT RESOLVED, the Benton County Board of Commissioners hereby approves the attached Interlocal Cooperative Agreement between Benton County and the City of Richland, and the Chairman or Chairman Pro-Tem of the Board of County Commissioners is hereby authorized and directed to execute said agreement, a copy of which is attached as Exhibit A.

Dated this 31st day of October, 2023


Attest: 
Clerk of the Board



Chairman



Chairman Pro Tem



Commissioner

Constituting the Board of County
Commissioners of Benton County,
Washington

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT Between the Benton County and the City of Richland *Re: Badger Mountain South Traffic Mitigation*

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 21st day of August, 2023 (the "Effective Date") by and between the **City of Richland** (hereinafter "Richland"), a Washington municipal corporation, and the **Benton County** (hereinafter "County"), a political subdivision of the state of Washington (referred to collectively as the "Parties"). This Agreement is made in conformance with and under the authority granted by Ch. 39.34 RCW, the Interlocal Cooperation Act.

I. Recitals

WHEREAS, land development activity in Richland is predicted to impact operation and level of service of several intersections on the County's road system as identified in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022; and

WHEREAS, Richland and the County desire to establish a means by which Richland will fully mitigate the predicted impacts; and

WHEREAS, Richland enforces development impact mitigation obligations on land development activity through project environmental evaluation and collection of traffic impact fees; and

WHEREAS, Ch. 39.34 RCW, the Interlocal Cooperation Act, authorizes local governments to contract for the joint conduct of activities which each of the Parties is individually authorized to perform and RCW 39.92.050 authorizes local governments to enter interlocal agreements to jointly develop and adopt transportation programs or provide technical assistance in return for reimbursement for the purpose of developing and implementing transportation programs.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the Parties agree as follows:

II. Agreement

Section 1. Purpose

The purpose of this Agreement is to authorize and structure Richland's mitigation of the impacts to the County's roadway system resulting from Badger Mountain South's current and planned land development activities as identified in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022.

Section 2. Legal Entity

No separate legal or administrative entity is created upon execution of this Interlocal Cooperation Agreement, and no property will be acquired or owned under this Agreement.

Section 3. Responsibilities of Richland

Richland shall have the following responsibilities:

1. Richland agrees to provide funding in support of an intersection improvement at the intersection of Bermuda Road and Reata Road. As of May 2023, the County's Bermuda Road and Reata Road Intersection Modification Project's total estimated cost at the project planning stage is approximately \$1,348,609. Richland agrees to provide payment to the County for thirty-eight percent (38%) of the actual total cost for the design, road right-of-way acquisition, and construction of intersection improvements at the intersection of Bermuda Road and Reata Road as shown on **Exhibit A**, subject to the following:
 - a. Richland's source of funds for payment will be traffic impact fees paid pursuant to Title 12.03 RMC. Payments under this Section are conditioned on development activity occurring that is subject to the code provisions providing traffic impact revenue sufficient to fund said obligations.
 - b. Richland's obligations for this project are limited to the intersection improvements needed to mitigate the impacts identified in the February 16, 2022, Traffic Impact Analysis, as shown on **Exhibit A**. If the County designs the project to include additional features to achieve other objectives the costs of those features shall not be included in invoicing to Richland.
 - c. Presuming the referenced development activity occurs, the County has tentatively scheduled the project design and road right-of-way phase to begin March 31, 2025, and the construction phase to begin March 31, 2027.
 - d. Presuming the referenced development activity occurs, the County will invoice Richland, on a not more frequent basis than monthly, for actual work as completed. The County shall provide backup documentation for each invoice submitted to Richland. Richland will pay the balance within thirty (30) calendar days of receipt of an invoice.
2. Richland agrees to complete a project to improve Dallas Road between Jacobs Road and the south city limits, including intersection improvements at the eastbound and westbound ramp terminals for I-82, to mitigate the impacts documented in the February 16, 2022 Badger Mountain South Traffic Impact Analysis. The improvement scope shall conform to **Exhibit B**, except as modified to satisfy the project planning requirements of the Washington State Department of Transportation permitting process for the I-82 ramp terminal intersections. Richland intends to fulfill this commitment by requiring the work to be completed by a land development project within the Badger Mountain South development. Richland agrees to ensure completion of the project no later than December 31, 2030.
3. The aforementioned projects and associated payment schedules are based on an estimated pace of development for the land development activities identified in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022. The aforementioned payment obligations are subject to availability of funds in the Zone 3 account of Richland's traffic impact fee program. Further, nothing in this Agreement shall be construed as creating an obligation on Richland to pay from any other funding source whatsoever held by Richland.
4. Richland shall make its best effort to set aside funds from revenues collected in Zone 3 to support the payments contemplated under this Agreement. The Parties agree to negotiate in good faith an amendment to this Agreement to either slow or accelerate payments due and, if necessary, adjust payment amounts to the County if the estimated pace of development relied on in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022,

changes significantly.

5. Richland anticipates entering into separate agreements to distribute traffic impact fee funds for other identified mitigation projects with third parties. However, Richland shall prioritize reimbursements to public agency partners such as the County over payments to land developers and shall include such disclosures in said anticipated agreements with land developers.

Section 4. Responsibilities of County

County shall have the following obligations:

1. County agrees to design and construct intersection improvements at the intersection of Bermuda Road and Reata Road. The design and construction activities are conditioned on development activity occurring for which the County will receive payment from Richland under this Agreement and available funding for the same.
2. Benton County agrees to conduct timely plan reviews and issue a construction permit for the City's Dallas Road improvements projects as described in paragraph 3.2 above. The County shall limit its permitting requirements to the scope of work described in paragraph 3.2 above and to compliance with County design standards.
3. The aforementioned projects and associated payment schedules are based on an estimated pace of development for the land development activities identified in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022. The Parties agree to negotiate in good faith an amendment to this Agreement to either slow or accelerate payments due and, if necessary, adjust payment amounts to the County if the estimated pace of development relied on in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022, changes significantly.
4. County agrees that the terms of this Agreement provide full and complete mitigation of the impacts to the County's roadway system from the current planned Badger Mountain South land development activities as identified in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022.
5. Upon payment in full by Richland of the thirty-eight percent (38%) of the actual total cost outlined under this Agreement, County covenants not to bring any claim whatsoever related to mitigation of traffic impacts on the County's roadway system from the current planned Badger Mountain South land development activities as identified in the Badger Mountain South Traffic Impact Analysis dated February 16, 2022.

Section 5. Duration

The term of this Agreement shall begin on the Effective Date as defined in Section 8 below and shall remain in effect until the last project contemplated herein is completed and accepted by the County unless terminated as set forth in Section 6.

Section 6. Termination

This Agreement may be terminated by mutual agreement of both parties. In the event of an agreed termination, said termination shall become effective upon the date the last signing party executes an agreed notice of termination.

Section 7. Notices

Notice given under this Agreement shall be in writing, and may be by mail, personal delivery, or email transmission. The Parties are responsible for keeping the contact information below current. Written notices shall be directed to the Parties as follows:

City of Richland
625 Swift Boulevard, MS-26
Richland, WA. 99352
Attn: Public Works Director

Benton County
P.O. Box 1001
Prosser, WA. 99350-0945

Section 8. Filing

Pursuant to RCW 39.34.040, this Agreement shall become effective on the Effective Date first written above only upon filing with the Benton County Auditor or posting on each agency's website after full execution by the Parties.

Section 9. Modification

This Agreement may be amended or modified only in writing, and only with the written consent of each undersigned Party. If Richland conducts an update to the February 16, 2022, Traffic Impact Analysis or causes an update to be completed by others that documents material changes to the impacts on the County's road system the Parties agree to negotiate in good faith an amendment to this agreement to reflect the changes in mitigation needed to resolve impacts to the County's road system.

Section 10. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected. To this end, the terms and conditions of this Agreement are declared severable.

Section 11. Jurisdiction & Venue

Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court. This Agreement shall be construed in accordance with the laws of the State of Washington.

Section 12. Waiver

No waiver by either Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

Section 13. Force Majeure

A party shall not be considered to be in default or breach of this Agreement and shall be excused from performance or liability for damages to the other party, if and to the extent it shall be delayed in or prevented from performing or carrying out the terms of this Agreement, arising out of or from an act, omission, or circumstance beyond its control including labor disturbance, pandemic, sabotage, war, riot, fire, act of nature, unavailability of labor or materials, or other causes beyond a party's reasonable control. A force majeure event does not include any act of negligence or intentional wrongdoing by a party. Any party claiming a force majeure event shall use reasonable diligence to notify the other party of the event and remove the condition that prevents

performance, and is not entitled to suspend performance of its obligations for a duration longer than is reasonably required by the event.


Section 14. Authority to Execute

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this agreement on behalf of the entity or party for which he or she is signing. The parties hereby warrant to each other that each has full power and authority to enter into this agreement and to undertake the actions contemplated herein, and that this agreement is enforceable in accordance with its terms.

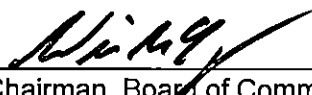
IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year written above.

City of Richland

Benton County



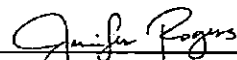
Jon Amundson, ICMA-CM
City Manager



Chairman, Board of Commissioners

Attest:

Attest:



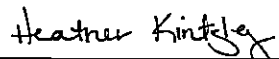
Jennifer Rogers, City Clerk




Clerk of the Board

Approved as to form:

Approved as to form:



Heather Kintzley, City Attorney

DocuSigned by:


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LeeAnn Holt, Deputy Prosecuting Attorney

Exhibit A - Reata Road & Bermuda Road Roundabout - Estimated Budget

Assumptions: Single lane roundabout, 105 ft diameter, concrete splitter islands on all four approaches (4 entries, 4 exits), concrete c&g, concrete center apron, HMA paved approaches and lanes, standard signage, standard striping, standard illumination, no ROW needed.

*Synchro schematic of Reata/Bermuda roundabout shown below

Planning Level Estimated Budget				
	Unit	Quantity	Cost per Unit	Total
Removals	LS	1.00	\$ 50,000.00	\$ 50,000.00
Earthwork	CY	2000.00	\$ 30.00	\$ 60,000.00
Drainage	LS	1.00	\$ 30,000.00	\$ 30,000.00
Aggregate	TN	2000.00	\$ 55.00	\$ 110,000.00
Asphalt	TN	750.00	\$ 150.00	\$ 112,500.00
Concrete	CY	365.00	\$ 400.00	\$ 146,000.00
Permanent Pavement Markings and Signage	LS	1.00	\$ 65,000.00	\$ 65,000.00
Restoration	LS	1.00	\$ 50,000.00	\$ 50,000.00
Illumination	LS	1.00	\$ 65,000.00	\$ 65,000.00
Misc.	LS	1.00	\$ 52,566.67	\$ 52,566.67
Traffic Control		5%	\$ 34,553.33	\$ 34,553.33
SUBTOTAL				\$ 775,620.00
Mobilization		7%	\$ 54,293.40	\$ 54,293.40
Contingency		30%	\$ 248,974.02	\$ 248,974.02
CN SUBTOTAL				\$ 1,078,887.42
PE		10%	\$ 107,888.74	\$ 107,888.74
CE		15%	\$ 161,833.11	\$ 161,833.11
ROW		0.00	\$ -	\$ -
TOTAL				\$ 1,348,609.28

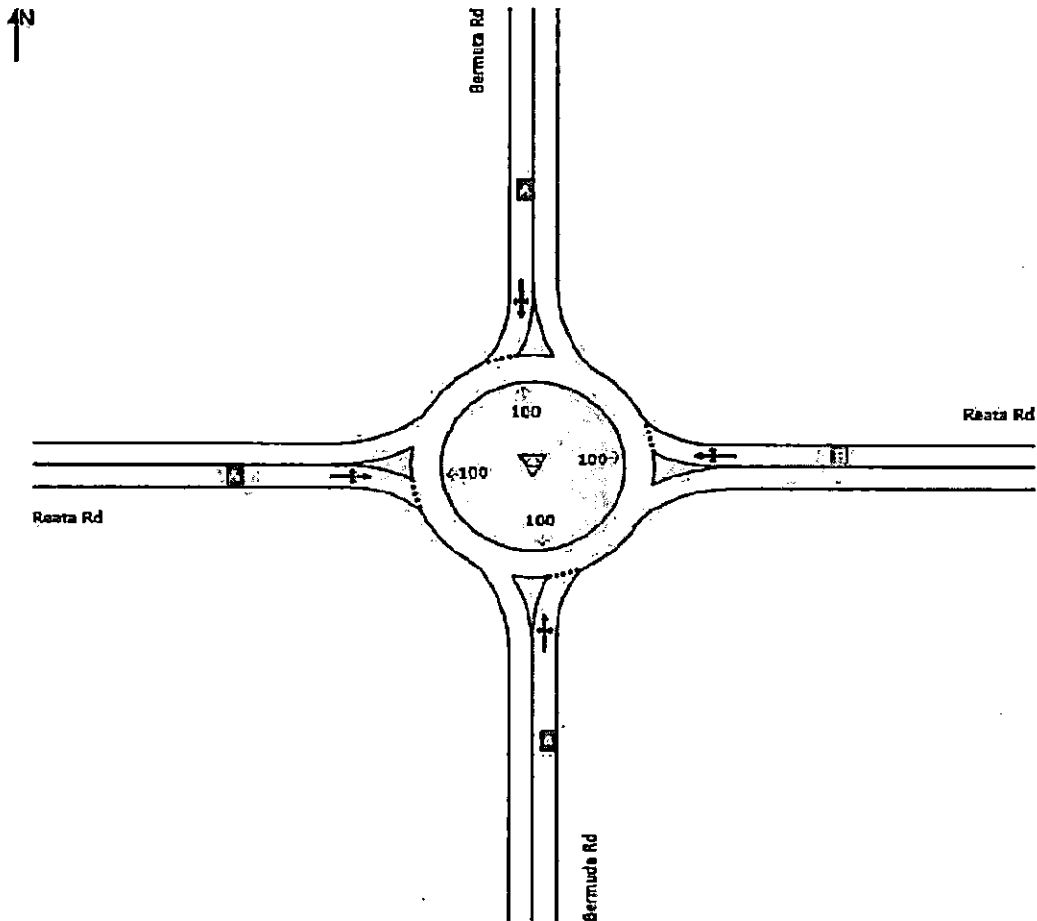


Exhibit B - I-82/Dallas Road Roundabouts

1. Dallas & I-82 EB Ramps – Minor breakout lane added to northbound from TENW study. Southbound lane added between ramps.

*Scope subject to Intersection Control Evaluation and Access Revision Report with WSDOT

M. Dallas Rd/I-82 EB Ramps Intersection Improvements				
	units	Quantity	Unit Price	Cost
DBL RAB				\$1,167,150.00
SUBTRACT OUT 6 LANES APPPROACH/DEPARTURE				\$ (50,044.44)
ADDING LANE TO DALLAS (840~ FT)				\$ 64,000.00
ADDING LANE TO RAMP (~1900 LF)				\$ 144,000.00
Mobilization		LS	7%	\$ 92,757.39
subtotal				\$1,417,862.94
Contingency			30%	\$ 425,358.88
Construction Total				\$ 1,843,221.83
PE			10%	\$ 184,322.18
CE			15%	\$ 276,483.27
ROW	AC	0.00	\$ 196,020	\$ -
Total				\$2,304,027.28

SITE LAYOUT

Site: 1 [Dallas/I-82 EB Ramps - PM (Site Folder: PM)]

New Site
 Site Category: (None)
 Roundabout

Layout pictures are schematic functional drawings reflecting input data. They are not design drawings.

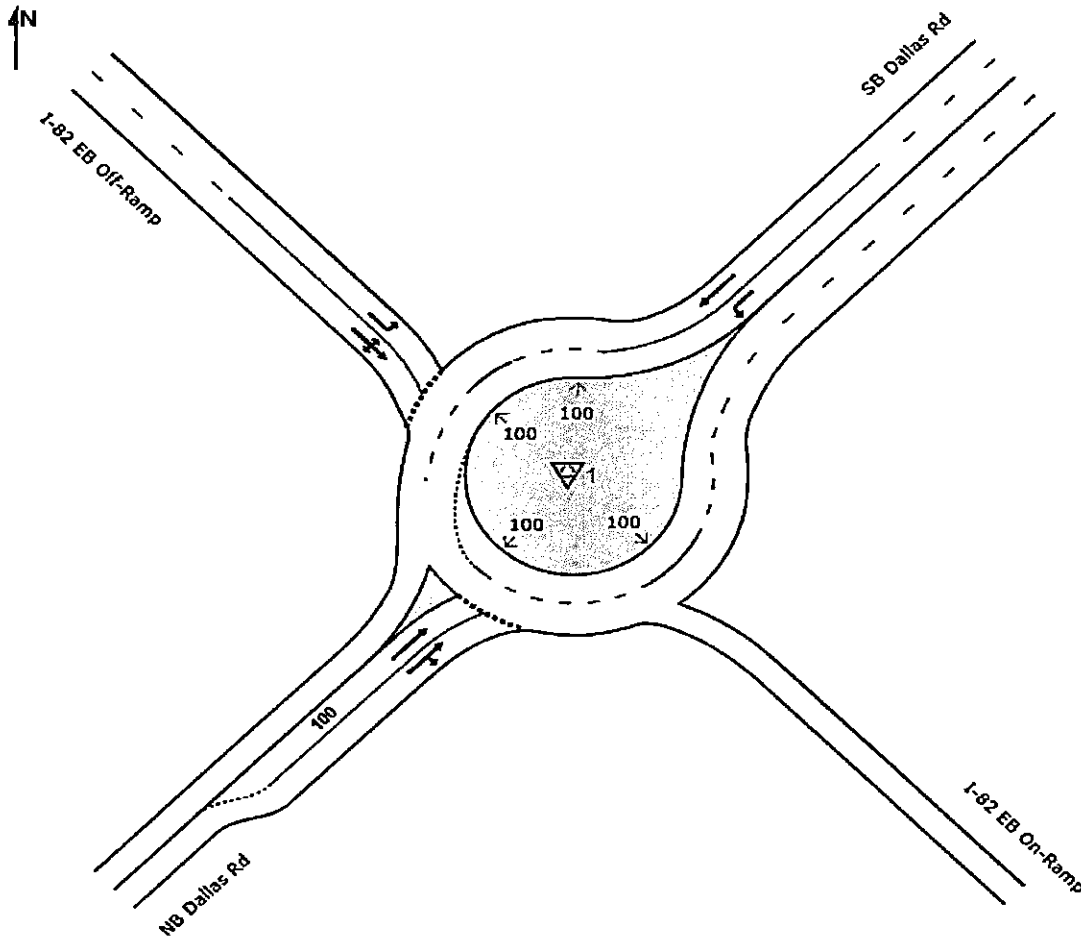


Exhibit B - I-82/Dallas Road Roundabouts

2. Dallas & I-82 WB Ramps – This includes a slip lane and a downstream merge lane to address the failure in the TENW model. Also includes the extra SB lane a per noted in previous intersection.

*Scope subject to Intersection Control Evaluation and Access Revision Report with WSDOT

N. Dallas Rd/I-82 WB Ramps Intersection Improvements				
	units	Quantity	Unit Price	Cost
DBL RAB				\$1,167,150.00
SUBTRACT OUT 6 LANES APPPROACH/DEPARTURE				\$ (50,044.44)
ADDING LANE TO DALLAS (845~ FT)				\$ 64,000.00
ADDING LANE TO RAMP (~1000 LF)				\$ 75,600.00
bypass lane				\$ 111,066.67
Mobilization		LS	7%	\$ 95,744.06
subtotal				\$1,463,516.28
Contingency			30%	\$ 439,054.88
Construction Total				\$1,902,571.16
PE			10%	\$ 190,257.12
CE			15%	\$ 285,385.67
ROW	AC	0.00	\$ 196,020	\$ -
Total				\$2,378,213.95

SITE LAYOUT

Site: 2 (Dallas/I-82 WB Ramps - PM (Site Folder: PM))

New Site
 Site Category: (None)
 Roundabout

Layout pictures are schematic functional drawings reflecting input data. They are not design drawings.

