



PLANNING STUDY AGREEMENT			ORGANIZATION AND ADDRESS Benton County Commissioners POBox 1001 Prosser, WA 99350-0954
AGREEMENT NUMBER GCA 5720			SECTION/LOCATION 1-82 MP 96 "Kiana Interchange" SR 224 MP 0 -MP 0.24, SR 225 MP 0 – MP 0.03
STATE ROUTE	CONTROL SECTION	DISTRICT	DESCRIPTION OF FACILITY
1-82, SR224, SR225	0305 0336 0320	S.C.	Planning Study vicinity 1-82, Kiona Interchange including the SR224 & SR225 & Kennedy Road intersections.

This Agreement is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and the above named organization, hereinafter the "LOCAL AGENCY."

WHEREAS, the STATE recognizes the need for a transportation Planning Study (Study) described in Exhibit A, and

WHEREAS, the LOCAL AGENCY has determined that the Study will provide \$10,000 benefit to the local roadway system and economic development planning and desires to contribute to the funding of the Study, and

WHEREAS, it is deemed in the best interest of the public for the STATE and LOCAL AGENCY to enter into this Agreement to define each Party's responsibility for the preparation and funding of the Study,

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

- 1.1 The purpose of this Agreement is to set forth the mutual obligations, rights and responsibilities of the STATE and the LOCAL AGENCY with respect to the activities to be performed as described in Exhibit A.

2. STATE RESPONSIBILITIES

- 2.1 The STATE will act as the manager of the Study, manage the Study budget, convene and lead the public involvement effort, and all other tasks necessary to complete the Study.
- 2.2 The STATE will provide the LOCAL AGENCY with an opportunity to review the planning Study and comment on it.
- 2.3 The STATE will provide up to Seventy Thousand Dollars (\$70,000) toward the Study budget.
- 2.4 The STATE will provide the completed Study to the LOCAL AGENCY upon completion, provided this Agreement is not terminated pursuant to Section 7.

3. LOCAL AGENCY RESPONSIBILITIES

- 3.1 The LOCAL AGENCY agrees to provide to the Study budget a lump sum contribution of Ten Thousand Dollars (\$10,000) in accordance with Section 4.
- 3.2 The LOCAL AGENCY will provide timely review of any and all process reviews submitted by the STATE.

4. PAYMENT

- 4.1 The STATE will, upon execution of this Agreement, provide an invoice to the LOCAL AGENCY for the LOCAL AGENCY's lump sum contribution of \$10,000. The LOCAL AGENCY shall provide the STATE with a lump sum payment of \$10,000 within thirty (30) days from receipt of an invoice from the STATE.
- 4.2 The STATE will send an invoice to the following address:

Benton County
PO Box 1001
Prosser, WA 99350-0954

5. VENUE

- 5.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington

6. DURATION AND TERMINATION

- 6.1 This Agreement shall become effective upon execution by the Parties and shall remain in effect until June 30, 2009, unless terminated earlier as provided herein.

7. TERMINATION

- 7.1 Either Party may terminate this Agreement upon thirty (30) days prior written notification to the other Party.

- 7.2 Should this Agreement be terminated prior to June 30, 2009, the LOCAL AGENCY's lump sum contribution shall be returned in full to the LOCAL AGENCY.
- 7.3 Termination of this Agreement prior to June 30, 2009 does not obligate the STATE to complete the Study.

8. MODIFICATIONS

- 8.1 Either Party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

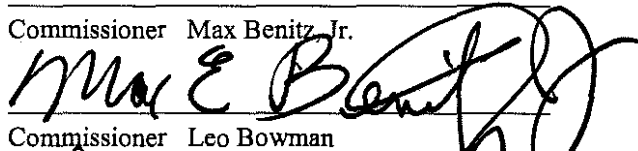
IN WITNESS-WHEREOF, the Parties hereto have executed this Agreement as of the date last written below.

BENTON COUNTY COMMISSION

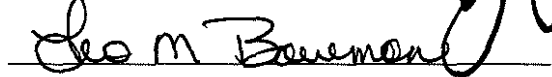
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION


 Chainnan Claude Oliver


 Signature of _____

Commissioner Max Benitz, Jr.

 Commissioner Leo Bowman

 Don Whitehouse
 Printed name

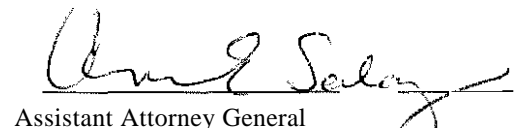

 Date 5-27-08

 Region Administrator
 5.30.08
 Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:




 Assistant Attorney General

4-22-08
 Date