

**WHEN RECORDED RETURN TO:
CITY OF PASCO
City Manager's Office
525 North 3rd
Pasco, WA 99301**

**INTERLOCAL AGREEMENT BETWEEN
COLUMBIA BASIN COLLEGE, PORT OF PASCO
AND THE CITY OF PASCO**

CBC RAMPS PROJECT FINANCING AGREEMENT

By this local cooperative agreement entered into this 7th day of June, 2004, the City of Pasco, Washington, a Municipal Corporation, hereinafter referred to as "City", and Columbia Basin College, a Community College District of the State of Washington, hereinafter referred to as "College", and the Port of Pasco, a Special Purpose District of the State of Washington, hereinafter referred to as "Port" enter into the following agreement:

WHEREAS, the City proposed that the Washington State Department of Transportation (WSDOT) construct a north bound off-ramp from I-182 to Argent Road to relieve the congestion on 20th Avenue and improve safety for vehicles exiting I-182 and SR-395 to 20th Avenue; and

WHEREAS, WSDOT has approved the concept of such an exit ramp and has authorized such a project to be constructed, including an on-ramp from Argent Road to I-182 west bound, provided the project be paid for by the local jurisdiction; and

WHEREAS, construction of the CBC Ramps Project will substantially benefit the Port of Pasco by providing I-182 ingress/egress in the immediate proximity of the Port's 70-acre industrial area on Argent Road; and

WHEREAS, construction of the CBC Ramps Project will substantially benefit the College by providing a secondary point of ingress/egress to I-182, further disbursing student traffic and relieving campus congestion; and

WHEREAS, construction of the CBC Ramps Project will benefit the Pasco community in general by reducing the present congestion on 20th Avenue as well as the 20th Avenue exit from I-182 and SR-395; and

WHEREAS, completion of the CBC Ramps Project is desired by September 2004 to provide the benefits of the project in conjunction with opening of the CBC fall class schedule; **NOW THEREFORE**,

Section 1: The city will design and construct the CBC Ramps Project, as generally illustrated in Exhibit A and as outlined in Exhibit B (Project Scope) both such Exhibits being attached hereto and incorporated herein, subject to such design and construction requirements imposed by WSDOT. City shall exercise all lawful and appropriate means to complete said project by September 15, 2004; the City shall bear no penalty, however, for failing to meet the intended deadline. The City of Pasco shall assume the operation and maintenance of that portion of the roadway within its jurisdiction upon completion.

Section 2:

A) The College and Port will each reimburse the City one-third of the City's actual cost for Schedule A of the project. Payment for Schedule A shall be due annually, the first such payment being due one year from written notice of completion of the project. Any unpaid portion of the principal balance of Schedule A costs existing 60 days after completion of the project will accrue interest at the rate of four percent (4%) per annum until fully paid.

B) The Port shall reimburse the City 100% of the actual cost paid by City for Schedule B of the project. Payment for Schedule B shall be due annually, the first such payment being due one year from written notice of completion of the project. Any portion of the Schedule B costs not paid by Port within 60 days of completion of Schedule B improvements shall accrue interest at the rate of six percent (6%) per annum until fully paid.

C) Failure to fully pay the respective portion of project costs plus accrued interest within 60 months following completion of the project, shall cause the respective balance due to accrue interest at the rate of 12% per annum thereafter until fully paid.

Section 3: Total actual cost for Schedule A of the project shall not exceed SIX-HUNDRED FIFTY THOUSAND DOLLARS (\$650,000.00) unless mutually agreed in writing between the parties. "Actual costs" for purposes of this agreement, shall include the cost of project design, environmental review, preparation of specifications, bidding, construction and construction management, as contemplated in Exhibit B. It is intended by the parties that "actual costs" include all costs normally attendant to a highway construction project, except the following shall be specifically excluded:

- Administrative overhead costs (i.e., city employees) associated with general project oversight by the City;
- Right-of-way necessary for the project and obtained from any of the parties to this agreement;
- Fill material obtained from any of the parties to this agreement.

Section 4: The College and Port hereby expressly agree to provide, at no expense to the project, any land for right-of-way necessary for the project, provided such right-of-way is consistent with the project design in Exhibit A. All roadways, right-of-way and improvements thereon, except those portions within the Washington State Department of Transportation right-of-way, shall become the property of the City of Pasco as a part of its roadway system.

Section 5: This agreement shall be construed and enforced in accordance with, and the validity and performance of same shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of the agreement shall be the Superior Court for the County of Franklin, State of Washington, and the prevailing party shall be awarded its reasonable attorney's fees and costs, including expert witness costs, as an additional judgment against the other party or parties.

Section 6: This agreement may be changed, modified or omitted only upon written agreement executed by the parties.

Section 7: The financing of the project other than the specific participation by College and Port as provided above, shall be the sole responsibility of the City and no special budget or funds are anticipated or shall be required. It not intended that a separate legal entity shall be established to conduct the cooperative undertaking. Except for the right-of-way and improvements therein necessary for the project, it is not intended to otherwise acquire, hold or dispose of any real or personal property. The City's Public Works' Director is designated as the administrator of the project.

Section 8: Each party shall defend, indemnify, and hold the other harmless from any claims, damages, causes of action, or judgments arising from, or as a direct result of the negligent or intentional acts of its agents, employees or officers.

Section 9: This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by referenced are attached. No other understandings, verbal or otherwise, in regard to the subject matter of this agreement shall be deemed to exist or to bind any of the parties.

Dated this 7th day of June, 2004.

CITY OF PASCO:

Michael L. Garrison
Michael L. Garrison, Mayor

6/7/04
Date

COLUMBIA BASIN COLLEGE:

William E. Saraceno
William E. Saraceno, Vice President

6/21/04
Date

PORT OF PASCO:

William G. Clark
William G. Clark, Commissioner

6-10-04
Date

STATE OF WASHINGTON)
)
:ss
County of Franklin)

On this day personally appeared before me, MICHAEL L. GARRISON, Mayor of the City of Pasco, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under by hand and official seal this 7 day of June, 2004.



Sandy L Kenworthy
Notary Public in and for the State of Washington
Residing at Pasco
My Commission Expires: 8/5/07

STATE OF WASHINGTON)
)
:ss
County of Franklin)

On this day personally appeared before me, WILLIAM E. SARACENO, Vice President of Columbia Basin College, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under by hand and official seal this 20th day of June, 2004.



Mike Grinnell
Notary Public in and for the State of Washington
Residing at Pasco
My Commission Expires: August 30, 2004

EXHIBIT "A"

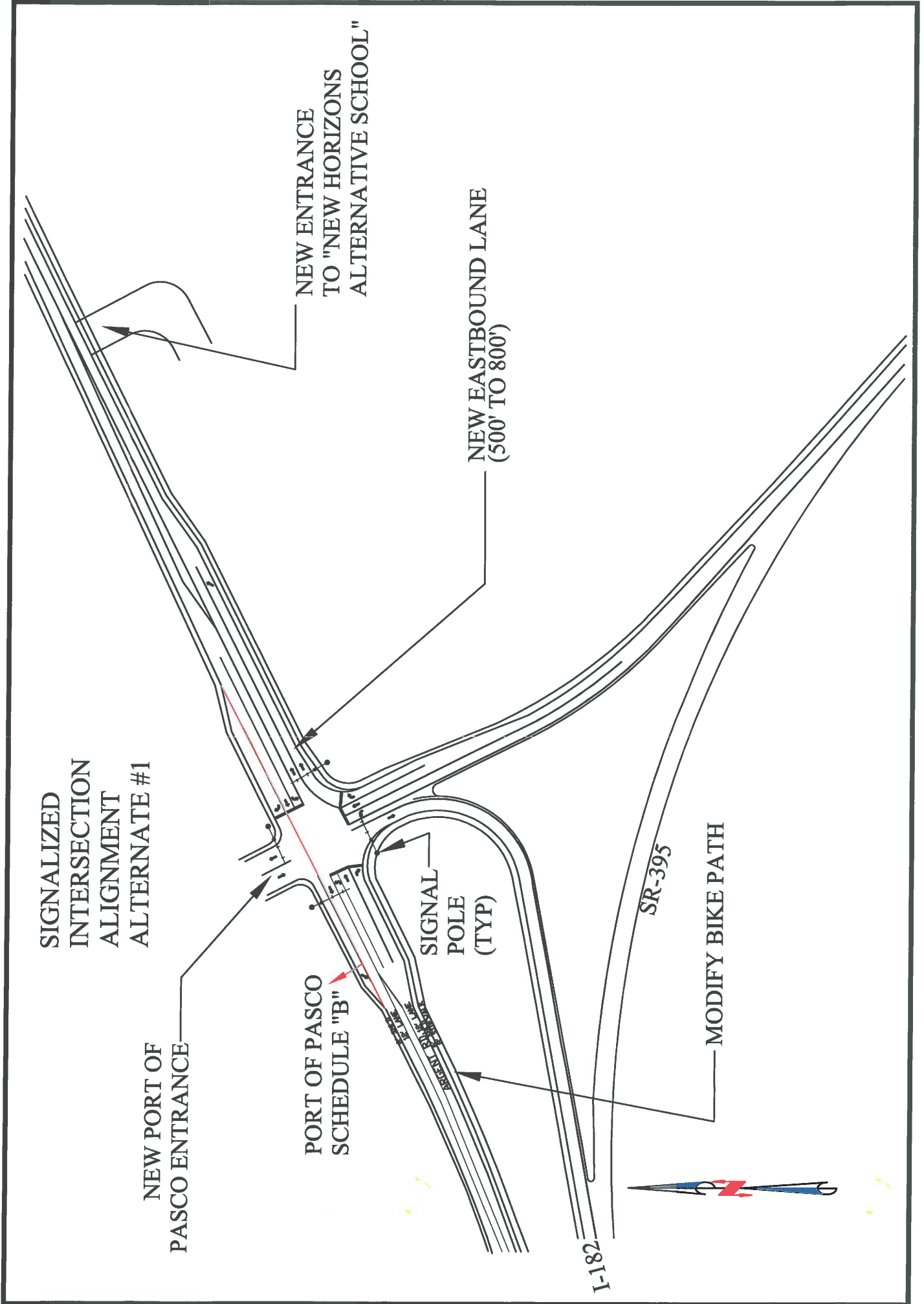


Exhibit B

CBC

Project Scope

Schedule A

- Design and construct ramps to and from Argent Road per WSDOT Standards as approved for Alternate 1.
- Widening at Argent Road to accommodate new left turn turning movements, eastbound acceleration lane 500 to 800 feet in length, and free right turn lane eastbound onto new on-ramp. Total lanes in Argent Road at intersection will be four lanes.
- All work in Argent Road to be to City of Pasco standards.
- Design and install a new four-way signal system and illumination system per City of Pasco standards.
- New access road to the Alternative School per the City of Pasco/CBC standards.
- Relocate existing bike path.

Schedule B

- North side fifth lane for access into and out of Port property.