

**INTERLOCAL COOPERATIVE PROJECT AGREEMENT BETWEEN
PORT OF PASCO AND CITY OF PASCO**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as "Interlocal Agreement," entered into this 14 day of April, 2011, the City of Pasco, Washington, a municipal corporation, hereinafter referred to as the "City", and the Port of Pasco, Washington, a municipal corporation, hereinafter referred to as the "Port", enter into the following agreement:

WHEREAS, this Interlocal Agreement concerns repair of the City's storm drain line located at the Port's Big Pasco Industrial Center shown on Exhibit "A".

WHEREAS, the City of Pasco has an easement for the storm drain line attached as Exhibit "B".

WHEREAS, a portion of the storm drain pipe collapsed during construction work on the Port's Osprey Pointe Development due to unforeseen conditions.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Port and the City desire to repair the storm drain line and return the pipe to functional use as more particularly described in the change order identified as Exhibit C (the "Work").

Section 2. The Port has a contractor on site able to perform the necessary repairs at a reduced cost through a change order process.

Section 3. The Port and the City hereby agree to share the costs in an equal manner. The Port shall contract with the contractor, and will pay 100% of the contractor's costs. The Port will then invoice the City for 50% of the costs paid to the contractor. The entire cost paid to the contractor shall not exceed \$22,779.10, including sales tax. The City shall reimburse the Port for its respective share of the cost within thirty (30) days of receipt of an invoice.

Section 4. This agreement shall terminate upon the completion of the Work and the payment of sums owed pursuant to section 3 hereinabove. Provided the provisions of section 10 shall survive the termination of the agreement.

Section 5. This Interlocal Agreement shall be construed and enforced in

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accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Interlocal Agreement shall be the Superior Court for the County of Franklin, State of Washington.

Section 6. This Interlocal Agreement may be changed, modified, or amended only upon written agreement executed by the parties.

Section 7. It is not intended that a separate legal entity shall be established to conduct the cooperative undertaking nor is the acquiring, or holding, or disposing of real or personal property anticipated. The City Manager and Port Executive Director are designated as the Administrator of the project.

Section 8. This Interlocal Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are attached. No other understandings, verbal or otherwise, in regard to the subject matter of this Interlocal Agreement, shall be deemed to exist or to bind any of the parties.

Section 9. This Interlocal Agreement shall be filed or placed on the City's and Port's web sites as provided by RCW 39.34.

Section 10. Nothing in this Interlocal Agreement shall be construed to permit anyone other than the parties hereto to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as third party beneficiary or otherwise) on account of any nonperformance hereunder. Provided that the City and/or the Port shall have a cause of action against the contractor performing the Work for any deficiency in performance, or any other claim, damage, or liability that accrues to a party hereto as a result of the act or omission of the contractor. Each party hereto waives any claim against the other arising out the contractor's performance of the Work.

CITY OF PASCO

By: _____

Gary Crutchfield, City Manager

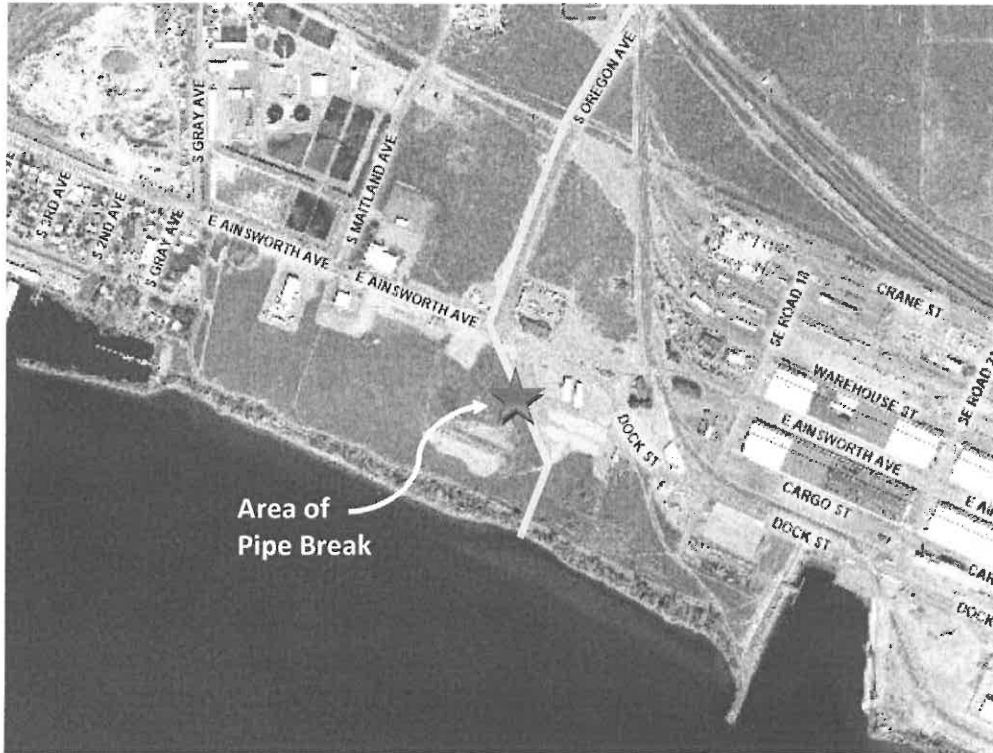
PORT OF PASCO

By: _____

James E. Toomey, Executive Director

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Exhibit A



Location of Storm Drain Break

EXHIBIT B

GRANT OF EASEMENT

For pipeline

THIS AGREEMENT OF EASEMENT is made and entered into this 14th day of July, 1983, by and between the Port of Pasco, a municipal corporation, hereinafter called Grantor, and the City of Pasco, a municipal corporation, hereinafter called Grantee.

1. GRANT OF EASEMENT. In consideration of the mutual promises and undertaking herein expressed, and the mutual benefit to be derived from the construction of a pipeline to be constructed by Grantee, the Grantor hereby quit claims to the Grantee, to have and hold in perpetuity, an easement twenty feet (20') in width and lying ten feet (10') on each side of the following described line in Franklin County, Washington. Said easement shall be for the purpose of the construction, maintenance and repair of a storm sewer 36" in diameter, subject to the terms and limitations hereinafter set forth.

(See Exhibit "A")

A storm drain easement along a strip of land 20.00 ft. in width laying across a portion of the east half of Section 32 T. 9 N., R. 32 E., W.M., Franklin County Washington, the centerline being described as follows:

Commencing at the northeast corner of said Section 32; thence S 00° 41' 06" W along the east line of said Section 32 a distance of 1824.69 ft.; thence N 89° 17' 05" W parallel with the north line of said Section 32 a distance of 583.02 ft. to a point on the north property line of the Big Pasco Industrial Park and true point of beginning; thence S 32° 11' 04" W a distance of 225.57 ft.; thence S 21° 04' 39" W a distance of 1021.51 ft.; thence S 26° 01' 03" E a distance of 752.73 ft.; thence S 26° 58' 00" W a distance of 435.00 ft.; more or less to the line of normal operating pool elevation of the McNary Reservoir 340 M.L.S. and terminus of said centerline description.

2. CONDITIONS OF CONSTRUCTION. The storm sewer to be constructed and located upon this easement shall be subterranean and shall be placed at a depth of a minimum of twenty-four inches (24") below the anticipated future grade. The surface above shall be seeded, landscaped or otherwise treated in such fashion as to stabilize the ground and prevent erosion in order to maintain such minimum depth.

3. ACCESS FOR REPAIR AND MAINTENANCE. Grantee shall receive and enjoy reasonable access across such easement at all times for the limited purpose of repair and maintenance of said sewer line, as the same may be reasonably required. Nothing herein shall be construed, however, as granting unto the Grantee, any general right-of-way of roadway easement, and access by Grantee shall be for the limited purpose of maintenance and repair of the pipeline as aforesaid.

4. AGREEMENT TO COMPLY. Grantee acknowledges that it has read and understands the limitations and undertakings set forth herein and agrees that it will comply with the same in its use of the easement.

IN WITNESS WHEREOF the parties hereto have set their hands this 14th day of July, 1983.

PORT OF PASCO

By

James W. Rogers
President

By

James A. Reese
Secretary

CONTRACT CHANGE ORDER NO. 3

EXHIBIT C

OWNER Port of Pasco

DATE 3/23/2001

PROJECT Big Pasco Industrial Center
Osprey Pointe Building #1

PORT PROJ # E10-05

CONTRACTOR Fowler Construction

It is agreed to modify the Contract referenced above as follows:

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	Replace 200 lf of 36" diam storm drain pipe	1	LS	\$12,233.33	\$12,233.33
2	Install 2 each 72" manholes	1	LS	\$6,800.00	\$6,800.00
3	T&M cost to clean and flush existing pipe, not-to-exceed amount	1	LS	\$2,000.00	\$2,000.00
	Sales Tax, 8.3%				\$1,745.77
This Change Order Total incl. Sales Tax					\$22,779.10

The contract time provided for completion is unchanged, decreased, increased by _____ working days.

Change Order Summary	Amount (w/o tax)	Time
Original Contract	\$4,684,900.24	0 days
Previous Change Orders	\$61,776.06	0 days
This Change Order	\$22,779.10	0 days
Revised Contract	\$4,769,455.40	0 days

Accepted by:

Contractor _____

Date _____

Recommended by:

Engineer _____

Date _____

Approved by:

Owner _____

Date _____

This Change Order, when executed by the parties to the Contract, amends the Contract and, as so amended, all terms and conditions of the Contract remain unchanged and in full force and effect. Payment and any time extension provided in this Change Order are full and complete compensation to the Contractor for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Contractor's schedule, and for any equitable adjustment or time extension existing at the time of the execution of this Change Order to which the Contractor may be entitled, pursuant to the Contract between the Owner and Contractor or any other basis whatsoever. The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original contract as though included therein.