

After recording, return to:
Randy Hayden
Port of Pasco
P. O. Box 769
Pasco, WA 99301

INTERLOCAL AGREEMENT

for

Operation and Maintenance of the Tri-Cities Airport Terminal Waterline
(Parcel No. 113290029, Portions of T9R30S18)

between

the City of Pasco and the Port of Pasco

August 11, 2014

Whereas the City of Pasco (the "City") is the municipal water provider for the City of Pasco, including the Tri-Cities Airport Terminal building (the "Terminal"), and

Whereas the Port of Pasco (the "Port") is constructing an addition to the Terminal that will require a new waterline and associated fire hydrants around the Terminal as shown on the attached Exhibit 1 (the "Terminal Watermain"), and

Whereas the City of Pasco routinely requires backflow prevention devices to be installed between their municipal water system and private fire protection lines, and

Whereas the new Terminal Watermain will have no connections other than exterior fire hydrants,

Now therefore the City and Port agree as follows:

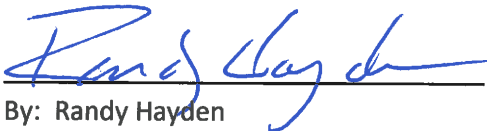
- 1) The Port shall not install any connections to the Terminal Watermain other than the aforementioned exterior fire hydrants. This specifically prohibits any connection to building water systems or internal building fire protection systems.
- 2) The Port shall pay for and install the Terminal Watermain and hydrants in accordance with City of Pasco standard specifications. The construction shall be approved by the City

before being placed into service. The Port shall also be responsible for paying for any eventual replacement of the Airport Watermain and hydrants.

- 3) The City shall own the Terminal Watermain and associated hydrants after final acceptance.
- 4) The City shall maintain and make all repairs on the Terminal Watermain and associated hydrants. The Port shall reimburse the City for the full costs of all such maintenance and repair upon receipt of a time and materials invoice.
- 5) The City of Pasco shall be granted reasonable access for maintenance and repair of the Terminal Watermain. Since the Terminal Watermain is located within the Security Identification Display Area (SIDA) boundary of the airport, the following protocols shall be used:
 - a. For non-emergency access during normal business, the City shall schedule the work by calling the Airport Administrative Office, 509-547-6352, at least 24 hours in advance to arrange a badged escort within the SIDA. Such work would include activities such as hydrant testing and backflow prevention compliance.
 - b. For emergency access at any time of the day, the City shall call either the Airport Administrative Office (509-547-6352) during normal business hours, or the Airport Guard (509-727-3099) outside of normal business hours, and a badged escort will immediately be sent to meet City personnel at the Aircraft Rescue & Fire Fighting Facility gate at the north end of Varney Lane. Emergency work could include repairs to a broken watermain or a malfunctioning hydrant.
- 6) The City will not require backflow prevention devices on the new Terminal Watermain.
- 7) This INTERLOCAL AGREEMENT shall continue so long as the Terminal Watermain remains in service.
- 8) There shall be no separate legal entity created for purposes of this agreement and the administrator of the agreement shall be the Executive Director of the Port of Pasco.
- 9) This agreement shall become effective upon its execution by an authorized representative of both parties and the recording of the agreement with the Franklin County Auditor.

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

PORT OF PASCO



By: Randy Hayden

Its: Executive Director

Date: 8/12/14

CITY OF PASCO



By: Stan Strebel

Its: Acting City Manager

Date: 8-12-14

STATE OF WASHINGTON)

) ss.

County of Franklin)

On this 12th day of August, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RANDY HAYDEN to me known to be the Executive Director of PORT OF PASCO, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Vicky Keller

Printed Name: Vicky Keller

Notary Public in and for the State of

Washington, residing at Franklin Co.

My commission expires: Nov. 1, 2017

STATE OF WASHINGTON)

) ss.

County of Franklin)

On this 12th day of August, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STAN STREBEL to me known to be the Acting City Manager of CITY OF PASCO, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Vicky Keller

Printed Name: Vicky Keller

Notary Public in and for the State of

Washington, residing at Franklin Co.

My commission expires: Nov. 1, 2017

EXHIBIT 1

