

## RAIL INTERCHANGE INTERLOCAL AGREEMENT

THIS RAIL INTERCHANGE INTERLOCAL AGREEMENT (this "Agreement") is made pursuant to Chapter 39.34 RCW by and between the Grant County Port District No. 8 (the "Port of Warden") and the Port of Pasco. The Port of Warden and the Port of Pasco are individually a "Party" and collectively the "Parties."

**WHEREAS**, the Port of Warden is working on the Connell Railway Interchange Project, with the goal to relocate, reconfigure, improve, and modernize the rail interchange in Connell, Washington, at which the Columbia Basin Railway enters the Burlington Northern Santa Fe Railway mainline as more specifically depicted on the BNSF Railway Connell Interchange Track Plan and Profile, attached hereto as Exhibit "A" (the Project); and

**WHEREAS**, the site of the Project lies outside the boundaries of the Port of Warden and within the boundaries of the Port of Pasco; and

**WHEREAS**, pursuant to RCW 53.08.290, the Port of Warden has the authority to acquire, construct, purchase, lease, contract for, provide and operate rail services, equipment and facilities inside or outside the boundaries of the Port of Warden; provided that, if such extraterritorial rail services, equipment or facilities are to be located in the Port of Pasco, the commission of the Port of Pasco must consent by resolution to the proposed plan of the Port of Warden; and

**WHEREAS**, the Port of Warden has sought the Port of Pasco's consent to the Project and the Port of Pasco is willing to grant such consent; **NOW THEREFORE**;

### W I T N E S S E T H:

FOR AND IN CONSIDERATION of the mutual obligations and benefits herein, the Parties agree as follows:


1. Consent to Project. In accordance with RCW 53.08.290, the Port of Pasco consents to the Project including, without limitation, the siting of rail services, equipment and facilities by the Port of Warden and its contractors and agents, within the Port of Pasco as described in Exhibit "A" attached hereto.
2. Resolution. In accordance with RCW 53.08.290, the Board of Commissioners of the Port of Pasco shall pass a resolution approving and authorizing this Agreement and consenting to the Project.
3. Non-Participation – No Liability. Notwithstanding the consent described in Sections 1 and 2, above, this Agreement does not create a partnership, joint undertaking or other similar arrangement in respect to the Project or any other undertaking. The Port of Pasco shall not be liable or otherwise responsible for any portion of the Project, any financing for the Project, any liability arising from or associated with the Project or for the acts or

omissions of the Port of Warden or its respective public officials, employees, contractors or agents in respect to the Project or any other matter.

4. Term. The term of the Agreement shall commence upon execution by the Parties and shall continue until the purpose set forth herein are achieved.
5. Amendment. No modification or amendment of the Agreement may be made except by a written instrument signed by both Parties.
6. Counterparts and Electronic Transmission. This Agreement may be signed in counterparts. Electronic transmission of any signed original documents, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.
7. Governing Law. This Agreement, and the right of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Washington, and the Parties agree that in any such action, jurisdiction and venue shall lie exclusively in Franklin County, Washington.
8. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
9. Entire Agreement. This Agreement contains all of the understandings between the Parties. Each Party represents that no promises, representations of commitments have been made by the others as a basis for this Agreement which have reduced to writing herein. No oral promises or representations shall be binding upon any Party, whether made in the past or to be made in the future unless such promises or representations are reduced to writing in the form of a written modification to this Agreement executed with all Parties.

**“Port of Warden”**


Grant County Port District No. 8  
(the “Port of Warden”)

By:   
Its: EXEC DIR

Date: 9-13-2023

**“Port of Pasco”**

Port of Pasco

By:   
Its: EXEC DIR

Date: 9/13/23