

## RAIL INTERCHANGE INTERLOCAL AGREEMENT

This **RAIL INTERCHANGE INTERLOCAL AGREEMENT** (the "Agreement") is made pursuant to RCW 39.34 *et seq.* between the following parties:

- The City of Connell, a Washington municipal corporation ("Connell");
- The Port of Moses Lake, a Washington municipal corporation ("Moses Lake");
- The Port of Pasco, a Washington municipal corporation ("Pasco");

Connell, Moses Lake and Pasco are individually a "Party" and collectively the "Parties."

**WHEREAS**, Connell has been working on the Connell Rail Interchange Project, depicted in Exhibit A, with the goal to relocate, reconfigure, improve, and modernize the rail interchange in Connell, where the Columbia Basin Railway enters the Burlington Northern Santa Fe Railway mainline (the "Project");

**WHEREAS**, Moses Lake and Pasco (the "Ports") have previously drafted letters in support of the Project;

**WHEREAS**, the Parties recognize the importance of continuing to support the Project because it would support commerce and economic growth opportunities for each of the Parties;

**WHEREAS**, in April 2018, the United States Department of Transportation ("DOT") issued a Notice of Funding Opportunity under the Better Utilizing Investments to Leverage Development ("BUILD") Transportation Grants program, pursuant to the Consolidated Appropriations Act, Pub. L. 115-141, March 23, 2018;

**WHEREAS**, Moses Lake intends to engage the Beckett Group to submit an application for a BUILD Transportation Discretionary Grant (the "Grant") for the Project;

**NOW THEREFORE**, in consideration of the mutual obligations and benefits herein, the Parties agree as follows:

1. **BUILD Grant Application.** Moses Lake shall submit an application for the BUILD Grant for the Project with Connell identified as the applicant. Moses Lake shall be the lead agency for the Grant application process and shall incur all costs for the same.

1.1 **Application Support at No Cost.** Connell and Pasco (the "Non-Applicant Parties") shall promptly provide letters of support of the BUILD Grant application, Grant submission information, Project approvals, data, and any other documents or support necessary for Moses Lake's Grant application process. The Non-Applicant Parties shall not be required to expend funds in providing this Grant application support.

2. **Grant Administration.** In the event the BUILD Grant is awarded for the Project, Moses Lake shall administer the BUILD Grant on behalf of the Connell and ensure funds are used in accordance with all program requirements, as set forth in the Grant contract. In this regard, Moses Lake shall be the contact for all communications and billings with DOT regarding the performance of this Grant.

2.1. Grant Administration - Port Indemnification of Connell. To the extent permitted by law, Moses Lake shall save, defend and hold harmless, the Connell, its elected officials and employees from any claims, demands or damages arising from the Moses Lake's administration of the BUILD Grant.

2.2. Grant Administration - Port and Connell Coordination. Moses Lake and Connell will reasonable cooperate in administering the BUILD Grant such that Connell is kept informed as to the progress of the Build Grant administration.

3. Project Support. In the event the BUILD Grant is awarded for the Project, the Parties shall provide additional support for the Project and Moses Lake's efforts to administer the BUILD Grant, including, but not limited to, providing needed documents. However, the parties other than Moses Lake do not agree to provide support that will require an expenditure of funds.

4. Additional Grants. Moses Lake may submit applications for other grants for the Project. The terms and conditions of this Agreement shall apply to the grant application, grant management, and project support for those additional grants.

5. Independent Governments - No Liability. Each Party is and shall remain an independent government. This Agreement does not create a partnership or other similar arrangement. The Parties shall not be liable for the acts or omissions of the other Parties or their respective public officials, employees, or agents.

6. Term of Agreement. Except as may be otherwise stated herein, the term of this Agreement shall commence upon execution by all of the Parties and shall continue until the purposes set forth herein are achieved.

7. Amendment. No modification or amendment of this Agreement may be made except by a written document signed by all Parties.

8. Counterparts and Electronic Transmission: This Agreement may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

9. 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 Grant County, Washington.

10. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11. Interpretation. Each Party has participated in drafting this Agreement and has had this Agreement reviewed by legal counsel. Therefore, any language herein shall not be construed against either Party on the basis of which Party drafted the particular language.

12. Entire Agreement: This Agreement contains all of the understandings between the Parties. Each Party represents that no promises, representations or commitments have been made by the others as a basis for this Agreement which have not been 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.

**CITY OF CONNELL**

Lee Barrow  
By: LEE BARROW  
Its: MAYOR

Date: \_\_\_\_\_

**PORT OF MOSES LAKE**

Jeffrey Bishop  
By: JEFFREY BISHOP  
Its: Executive Director

Date: October 8, 2018

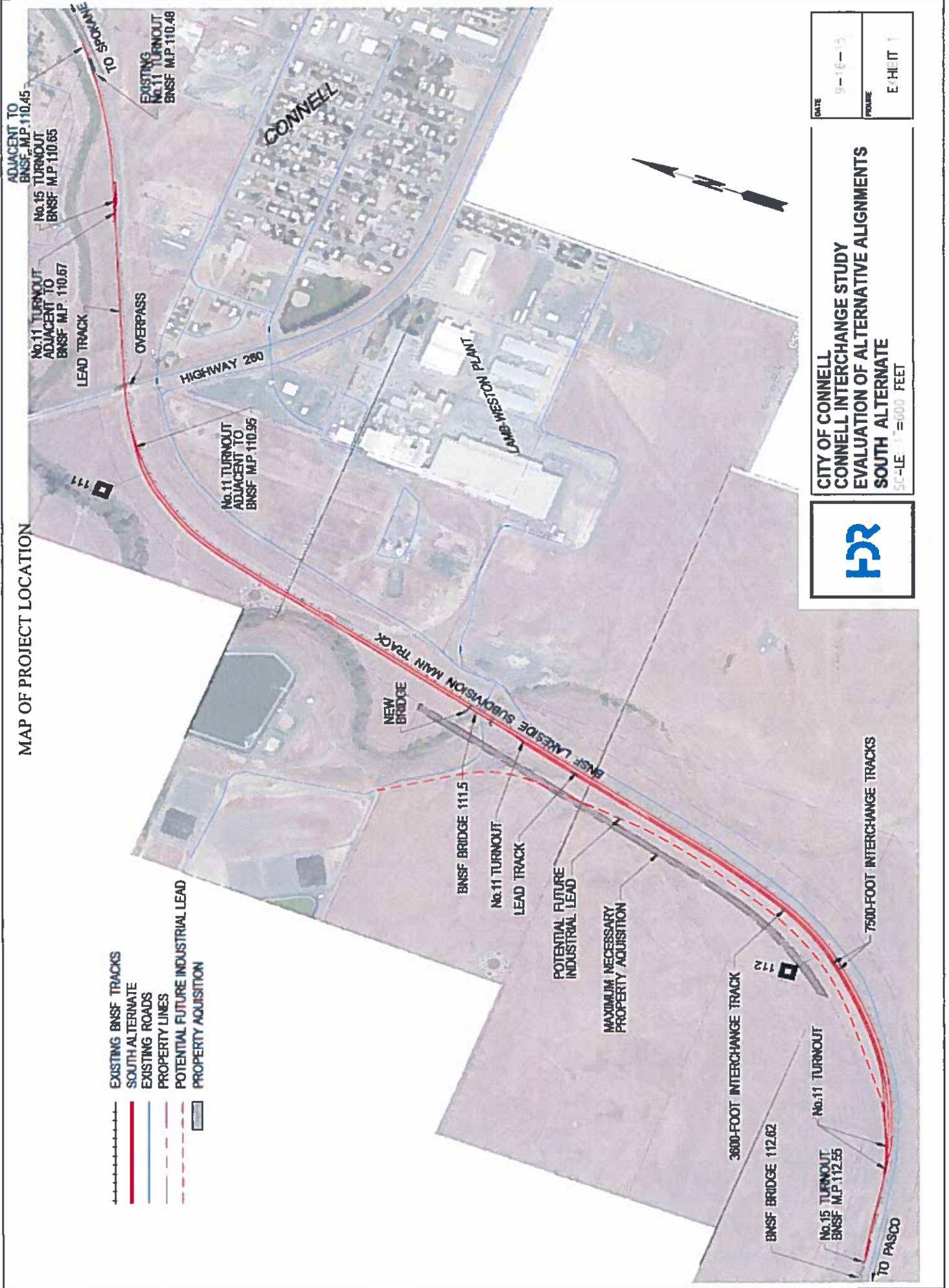
**PORT OF PASCO**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT "A"

MAP OF PROJECT LOCATION



DATE: 9-16-15  
 PAGE: EXHIBIT 1

**CITY OF CONNELL  
 CONNELL INTERCHANGE STUDY  
 EVALUATION OF ALTERNATIVE ALIGNMENTS  
 SOUTH ALTERNATE**  
 SCALE: 1" = 5000 FEET

