



<h2 style="margin: 0;">Local Agency Participating Agreement</h2> <p style="margin: 10px 0 0 0;">Developer Mitigation Payments For Transfer to State</p>			Organization and Address	
Agreement Number			Section / Location	
State Route No.	Control Section No.	Region		
Description of Work				
Mitigation Payments Collected				
Developer Name	Company Name	Date Collected	Amount	
<p>Total Funds Transferred to STATE for This Project \$</p>				

This AGREEMENT, made and entered into this _____ day of _____, _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE", and the above named organization, hereinafter called the "AGENCY".

WHEREAS, the AGENCY has collected developer mitigation payments pursuant to RCW 82.02.020 that have an expiration date of five (5) years from date of collection, and

WHEREAS, the AGENCY desires to transmit these funds to the STATE for use in constructing the above referenced project, and

WHEREAS, the STATE has programmed and budgeted the subject project.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**I
GENERAL**

The STATE will apply all funds collected by the AGENCY pursuant to RCW 82.02.020 to the project shown above under DESCRIPTION OF WORK. In the event the STATE does not utilize the funds within the statutory time period, the STATE shall refund the funds to the property owner of record at time of refund in accordance with RCW 82.02.020.

The STATE shall act as lead agency in developing the contract documents and administering a contract that will address traffic congestion on the noted highway improvement.

Plans, specification, and costs estimates shall be prepared by the STATE in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The STATE will incorporate the plans and specifications into the STATE project and thereafter advertise the resulting project for bid and assuming bids are received and a contract is awarded, administer the contract.

**II
PAYMENT**

Upon execution of this agreement certifying the project is currently budgeted the AGENCY will transfer to the STATE the amount of mitigation payments shown in the heading as "TOTAL FUNDS TRANSFERRED TO STATE FOR THIS PROJECT."

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

AGENCY

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

**III
LEGAL RELATIONS**

No liability shall be attached to the STATE or the AGENCY by reason of entering into this agreement except as expressly provided herein.

The STATE will hold the AGENCY harmless and defend at its expense any failure by the STATE to comply with RCW 82.02.020 by not constructing the project or not refunding the funds received to the property owner of record.

**IV
EFFECTIVE DATE**

This agreement shall become effective on the date executed by the parties hereto, and continue until the project is completed or the funds are returned to the property owner of record.

**V
CHANGES**

This agreement may be amended, altered, changed, or extended only by written agreement of the parties hereto.