



<p>Local Agency Participating Agreement Developer Mitigation Payments For Transfer to WSDOT</p>			Organization and Address			
Agreement Number			Section/Location			
State Route No.	Control Section No.	Region				
Description of Work						
Developer Name		Company Name		Date Collected		Amount
Total Funds Transferred to WSDOT for this Project						

This Agreement entered into this _____ day of, _____ between the Washington State Department of Transportation hereinafter called (WSDOT), and the above named organization, hereinafter "Agency". Referred to individually as the "Party" and collectively the "Parties".

RECITALS

1. 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.
2. The Agency desires to transmit these funds to WSDOT for use in constructing the above referenced project.
3. WSDOT 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:

1. GENERAL

WSDOT 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 WSDOT does not utilize the funds within the statutory time period, WSDOT shall refund the funds to the property owner of record at time of refund in accordance with RCW 82.02.020.

WSDOT 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 WSDOT in accordance with the current Washington State Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. WSDOT will incorporate the plans and specifications into WSDOT project and thereafter advertise the resulting project for bid and assuming bids are received and a contract is awarded, administer the contract.

2. PAYMENT

Upon execution of this agreement certifying the project is currently budgeted the Agency will transfer to WSDOT the amount of mitigation payments shown in the heading as "Total Funds Transferred To WSDOT For This Project."

3. LEGAL RELATIONS

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

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

4. 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.

5. CHANGES

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

REQUESTING ENTITY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Signature: _____	Signature: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____