



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

This Agreement entered into this \_\_\_\_\_ day of, \_\_\_\_\_ between the Washington State Department of Transportation (WSDOT), and the above-named agency, 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 project referenced above (hereinafter referred to as the "Project") which it deems necessary for mitigating the direct impact of a proposed development, subdivision, or plat within the Agency's jurisdiction.
3. WSDOT has programmed and budgeted the 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 return the funds to the Agency. The Agency maintains sole responsibility for refunding the property owner any amounts due at time of project completion or prior to the statutory expiration of of the funds under 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 the Project and thereafter advertise the resulting project for bid and, assuming bids are received, award and 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. The Agency is solely responsible for compliance with RCW 82.02.020.

**4. EFFECTIVE DATE**

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

**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: _____