

**BFT Contract # 612**  
**Interlocal Agreement Between**  
**Ben Franklin Public Transportation Benefit Authority Area**  
**And the City of Benton City**

This agreement is made in entered into this 14 day of July, 2000, by and between Benton Franklin Public Transportation Benefit Authority Area, a municipal corporation, hereinafter referred to as "Ben Franklin Transit", and the City of Benton City, a municipal corporation, hereinafter referred to as the "City".

Whereas, the City owns a piece of property between East Dale Avenue and Chris Avenue along SR 225/ 9<sup>th</sup> Street in the City of Benton City more particularly described on Exhibit A, attached hereto, and by this referenced incorporated herein; and


Whereas, the City and Ben Franklin Transit, as the purpose of this Agreement, desire to develop said property into a transit center; and

Whereas, consent of the City Council for the City of Benton City has been granted for the location of the transit center upon the described property in accordance with the following terms and conditions; and

Whereas, the parties hereto are authorized by RCW 36.57A.080, RCW 36.57A.090 and RCW 39.34.080 to enter into this agreement;

Now there for in consideration of the mutual benefits to be derived hereby and the terms, conditions and covenants contained herein the City and Ben Franklin Transit hereby agree as follows:

1. The City engineers will design and oversee the construction of a Transit Center.
2. Upon completion of the design and specifications for the project, the same will be delivered to Ben Franklin Transit and to the City for their approval. In the event of any change orders, the City will design the change, and deliver to Ben Franklin Transit for their approval.
3. Upon acceptance of the design work by both parties, the City will advertise and solicit bids for the construction of said facility in accordance with state statutes applicable to the City of Benton City construction projects. The City shall require the contractor to carry adequate insurance during the construction naming Ben Franklin Transit and the City as named insured.

  
Ninety Thousand Five Hundred  
~~Seventy Five Thousand~~

4. Ben Franklin Transit shall contribute the maximum of ~~Seventy Five Thousand~~ (\$90,500.00) (\$75,000.00) dollars towards the development and construction of this facility at the location set forth above. Ben Franklin Transit shall make progress payments to the City upon receipt of Progress Pay Estimates signed by the City, City Engineer, and Contractor. The City will withhold 10% retainage from the Contractor until the project is 100% complete.

5. The City shall contribute the balance of funds necessary to complete the development and construction of this facility including any cost over runs or change orders.

6. These funds shall be applied to the costs of development and construction and shall include the cost of engineering services, the cost associated with the bidding process including providing copies of the design specifications and plans as well as the cost of advertising and administrative overhead associated with such process, and the construction contract costs together with any change orders associated with the project.

7. The parties hereto agree to fully cooperate with each other and to freely share information in regards to this project. It is the intentions of the parties to stay well informed and involved in this project as necessary to bring it to a successful completion.

8. Upon completion of the project, Ben Franklin Transit shall operate, as a licensee, the Transit Center in accordance with its rules and regulations. The City shall be responsible for the upkeep, repair and maintenance of the premises from completion and acceptance of construction project until this agreement is terminated. The term of this agreement shall be from the date signed, and shall continue for ten (10) years at which time it shall automatically renew for 10 years, unless terminated by either party upon sixty (60) days advanced written notice.

9. This agreement shall automatically terminate in the event Ben Franklin Transit or its successor ceases to operate a transit system within the city of Benton City.

In addition to the above, this agreement may be terminated anytime by the mutual agreement of the parties hereto.

Upon termination, Ben Franklin Transit shall be entitled to remove any improvements on subject property, and shall become the exclusive owner of any improvements removed and shall assert no legal, equitable, or possessory claim to the real property and shall leave the premises in a clean and orderly condition.

10. The City expressly agrees to indemnify and hold harmless Ben Franklin Transit, its officers employees, agents or otherwise, from any loss, damages, costs, charges, or expenses, whether to person or property, including the costs, expenses or attorney fees in defense of any claims therefore, which Ben Franklin Transit may incur by reason of any act, action, neglect, omission or fault on the part of the City, provided

however, as to any liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of Ben Franklin Transit, and/or its agents or employees and the City, and/or its agents and employees, this section is valid and enforceable only to the extent of the City's negligence.

In case any suit shall be brought against Ben Franklin Transit on account of any negligent act, action, neglect, omission or fault of the City, the City hereby covenants to assume the defense thereof and pay any and all costs, charges, attorney fees, and other expenses by or obtained against Ben Franklin Transit, except any judgment for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Ben Franklin Transit and/or its agents and employees, the obligation of the City shall be limited and enforceable only to the extent of the City's negligence.

11. Ben Franklin Transit expressly agrees to indemnify and hold harmless the City, its officers employees, agents or otherwise, from any loss, damages, costs, charges, or expenses, whether to person or property, including the costs, expenses or attorney fees in defense of any claims therefore, which the City may incur by reason of any act, action, neglect, omission or fault on the part of Ben Franklin Transit, provided however, as to any liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the City, and/or its agents or employees and Ben Franklin Transit, and/or its agents and employees, this section is valid and enforceable only to the extent of Ben Franklin Transit's negligence.

In case any suit shall be brought against the City on account of any negligent act, action, neglect, omission or fault of Ben Franklin Transit, Ben Franklin Transit hereby covenants to assume the defense thereof and pay any and all costs, charges, attorney fees, and other expenses by or obtained against the City, except any judgment for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City and/or its agents and employees, the obligation of Ben Franklin Transit shall be limited and enforceable only to the extent of Ben Franklin's negligence.

12. No separate legal entity is intended to be created by this Agreement and for the purposes of RCW 39.34.030, the Benton City Mayor is designated as the "Administrator", no property, real or personal, is intended to be acquired, held or disposed of incident to this Agreement other than identified in Section 1 above, and no operating fund is anticipated to be created. Nothing in this Agreement shall be construed to relieve any public agency of any obligation or responsibility imposed on it by law.
13. This agreement may be amended or modified only by written agreement duly executed by the parties hereto. This agreement may be executed in duplicate originals. One original shall go to each party.



In witness whereof the parties hereto have set their hands on this 25 day of July, 2000.

Ben Franklin Transit

By: [Signature]  
Timothy Fredrickson, General Manager

City of Benton City

By: [Signature]

Approved as to Form and Content:

By: [Signature]  
Patrick T. Roach, Attorney for  
Ben Franklin Transit

By: [Signature]  
Leland B. Kerr, Attorney for  
the City of Benton City

STATE OF WASHINGTON

:SS.

County of

I hereby certify that I know or have satisfactory evidence that Tim Fredrickson to me known to be General Manager of Ben Franklin Transit that executed the foregoing instrument, signed this instrument and acknowledged it to be his free and voluntary act and deed, for the uses and purposes therein mentioned.



[Signature]  
Notary Public for Washington  
Residing at Kennecoth  
My Commission Expires 11/28/03

STATE OF WASHINGTON

:SS.

County of Benton

I hereby certify that I know or have satisfactory evidence that Lynn B. Johnson to me known to be Mayor of Benton City that executed the foregoing instrument, signed this instrument and acknowledged it to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED: July 21, 2000



[Signature]  
Notary Public for Washington  
Residing at Benton City  
My Commission Expires 10-15-03