

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is hereby entered into this date by and between the CITY OF WENATCHEE (the “City”), and LINK TRANSIT (“Link”), sometimes collectively referred to as the “Parties.”

WHEREAS, the City and Link are public agencies authorized to enter into this Agreement pursuant to Chapter 39.34 RCW; and

WHEREAS, the City, Link, the Washington State Department of Transportation (WSDOT), and the Chelan-Douglas Transportation Council (CDTC) desire a review and update of the scope, preliminary design, and cost estimating for the North Wenatchee Avenue North End project as identified in the North Wenatchee Avenue (SR285) Preliminary Engineering Summary Report dated January 24, 2020 (the “Project”); and,

WHEREAS, the Project was defined in two phases in the Preliminary Engineering Summary Report, and phase 1 did not include desired transit improvements; and

WHEREAS, construction and right-of-way acquisition activities have experienced extraordinary cost increases since 2019; and

WHEREAS, the Project is funded by the Connecting Washington Account (CWA) administered by the WSDOT; and

WHEREAS, the WSDOT and CDTC have committed to participate in funding of the Project; and

WHEREAS, the Project is identified as an element of the City’s 2021 Apple Capital Loop INFRA (Infrastructure for Rebuilding America) award; and

WHEREAS, the INFRA award provides for significant operational benefits to the Link transit system as traffic volumes and congestion grow on North Wenatchee Avenue (SR285); and

WHEREAS, the City and Link have worked together to date on the feasibility and development of the Project and the pursuit of State and Federal funding for the Apple Capital Loop network of projects; and

WHEREAS, the City and Link desire to continue to work together to refine the design of the Project elements, and to facilitate completion of the Work as set forth in this Agreement,

NOW, THEREFORE, in consideration of the foregoing, the City and Link agree as follows:

1. **Purpose.** The purpose of this Agreement is to formalize the partnership between Link and the City to cooperate in the development of a final scope and design of the Project, and memorialize Link's contribution in the amount of \$22,500 to assist in the scope of work (defined below) in light of the mutual transportation and transit benefits offered by the Project.
2. **Scope of Work.** The scope of the work ("Work") for purposes of this Agreement is set forth in that certain Agreement between City of Wenatchee and KPG Psomas Inc. for 2023 North End Projects Review and Update, dated October 12, 2022, which is incorporated herein by this reference as if set forth in full. The scope of work includes: building upon the 2019 Summary Report, incorporate work completed by WSDOT, provide up to date cost estimating for the ITS Level 1 and the North End Projects, provide clarity on several specific elements of the North End Project, re-delineate North End Project phase boundaries to align with CWA funding budgets and to include southbound transit improvements, and further define the scope of CWA funded projects. In general, the goal of this Scope of Work will seek to improve upon the current North End Projects concept, address design concerns, and identify potential opportunities for enhancement. It will also look for design solutions that reduce construction costs without compromising the overall project goals. The City's budget for the Work is approximately \$88,541.45 which incorporates and includes \$22,500 from Link as provided for in this interlocal Agreement. KPG Psomas Inc. is the consultant performing the Work. The budget for the Work is broken down as follows:
 - \$33,541.45 State of Washington (2022-2023)
 - \$22,500 City of Wenatchee (2022 - 2023)
 - \$22,500 Link Transit (2022-2023)
 - \$10,000 Chelan Douglas Transportation Council (2022)

3. **Link's Obligations.** Link shall:

- 3.1. Continue assisting with technical analysis for the review, design, cost estimating, and transit operations included in the Project.

3.2. Provide for reimbursement to the City, up to \$22,500 applied to project review, scoping, design and cost estimating for the Project.

4. City's Obligations. The City shall:

4.1. Administer the consultant contract to complete the Work, including:

- a.) Conduct and hold coordination meetings;
- b.) Schedule and coordinate discipline studies for NEPA and predesign engineering work according to the scope of work and budget;
- c.) Make payments for services rendered.
- d.) Issue invoices to Link for reimbursement of costs related to the Work for which Link has agreed to contribute as identified in Section 3, herein.

5. Duration and Termination. This Agreement shall become effective upon the filing of the executed Agreement with the Chelan County Auditor pursuant to RCW 39.34.040, or, in the alternate, the publication on each Parties' websites. This Agreement will terminate upon the completion of the Scope of Work, and the final payment for the Work is received by the City from Link. The Parties anticipate that the Work contemplated by this Agreement will be completed on or before December 31, 2023.

6. Cost. The City will submit invoices or requests for reimbursement to Link for services rendered according to the scope of work not to exceed the amount specified in this Agreement. The City will provide a summary report of the Work completed with each invoice. Prior to the City initiating Work and seeking reimbursement from Link, the City will review the scope of services with Link Transit associated with the Work to be performed.

7. Records. The City shall keep and maintain accurate and complete cost records pertaining to the Work and the Agreement. Link shall have full access and the right to examine any such records during the term of this Agreement. All records, books, documents and other materials maintained, prepared, or issued by Link in the implementation of this Agreement shall be the property of Link, which shall have the responsibility of the retention and release of those materials.

8. Mutual Indemnity. Link shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of Link, its officers, agents, and employees, in connection with the Work described in this Agreement, or

arising out of Link's non-observance or non-performance of any law, ordinance, or regulation applicable to the Work.

The City shall indemnify, defend and hold harmless Link, it's officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the City, its officers, agents, and employees, in connection with the Work described in this Agreement, or arising out of the City's non-observance or non-performance of any law, ordinance, or regulation applicable to the Work.

- 9. Severability.** In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All other provisions of this Agreement are severable, and the unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions.
- 10. Attorney's Fees.** In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this agreement, each party shall be responsible for their attorneys' fees and costs.
- 11. Construction.** This agreement contains the entire agreement between the Parties with respect to the subject matter hereof and superseded all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.
- 12. Mutual Negotiation and Construction.** This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.
- 13. Governing Law; Venue.** This Agreement is governed by the laws of the state of Washington, without regard to its conflict of law provisions. The jurisdiction of any action hereunder shall be in the Superior Court, Chelan County, Washington.
- 14. Miscellaneous.**
 - No separate legal or administrative entity is intended to be created by this Agreement.
 - No property, real or personal, is intended to be acquired or disposed of pursuant to this Agreement.

- The administrator of this Agreement shall be the Public Works Director of the City of Wenatchee.

15. Counterpart Signatures. This Agreement may be signed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

APPROVED BY
THE CITY OF WENATCHEE

this 4th day of November, 2022.

By: 

Name: Frank J. Kuntz

Title: Mayor

Attest:

APPROVED BY
LINK TRANSIT

this 4 day of Nov., 2022.

By: 

Name: Richard DeRock

Title: General Manager

Attest:

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