

<b>Special Transportation Planning Study Agreement</b> Work by WSDOT- Actual Cost		Organization and Address Link Transit 2700 Euclid Ave Wenatchee, WA 98850
Agreement Number GCB 3795	Total Amount Authorized \$10,000.00	Statewide Vendor No.: 91-1501991 Project Title and Description WSDOT is developing a Roundabout Feasibility Study per request of the Chelan Douglas Transportation Council and Link Transit, see Exhibit A.
Project Manager Kathy Murray, WSDOT , Link Transit	Agreement Expiration Date June 30, 2023	Link Transit agree to pay WSDOT \$10,000 towards the costs of this study.

This Agreement is between the Washington State Department of Transportation (WSDOT) and the above-named organization (Transit Agency) hereinafter referred to individually as the "Party" and collectively as the "Parties."

**Recitals**

1. WSDOT and the Transit Agency recognize the need for the transportation planning project, herein after Project, as described above, and
2. It is deemed in the best interest of the Transit Agency to participate in funding said Project for the mutual benefit of transit operations and local and state roadway planning in the area of the Project, and
3. WSDOT and the Transit Agency now wish to define responsibility for preparation of the transportation planning Project.

Now therefore, pursuant to chapter 39.34 RCW, the above recitals, which are incorporated herein as if set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and in the Exhibits attached hereto and hereby made a part of this Agreement, it is mutually agreed as follows:

**1. Scope of Work**

1.1 WSDOT shall undertake the Project as described above, which shall include the tasks set forth in Exhibit A, attached hereto.

**2. Period of Performance**

2.1 This Agreement shall be effective upon execution and shall terminate upon the expiration date listed above or final payment has been accepted.

**3. Payment**

3.1 The Transit Agency agrees to reimburse a portion of WSDOT's costs. The Transit Agency shall reimburse the amount of \$10,000.

3.2 WSDOT shall submit an invoice to the Transit Agency. Transit Agency shall review and approve each request for payment and shall reimburse WSDOT thirty (30) business days after the date of

receipt of invoice.

#### **4. Modifications or Amendments**

4.1 Either Party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

#### **5. Audits, Inspection, and Retention of Records**

5.1 All records related to this Agreement shall be held and kept available for inspection and audit for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as deemed necessary. In the event of litigation or claim arising from the performance of this Agreement, the Parties agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

5.2 In accordance with 2 CFR 200, the Transit Agency is required to arrange for audit of funds expended.

5.3 The Public Records Act, RCW 42.56 shall apply to all information and documents, both paper and electronic, submitted to WSDOT. If federal funds are applied the Transit Agency understands and agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552 shall also apply to all information and documents, both paper and electronic, submitted to WSDOT. The Transit Agency should therefore be aware that all applications and materials submitted will become agency records and are subject to public release through state and federal disclosure requests.

#### **6. Termination**

6.1 Termination for Convenience. WSDOT and/or the Transit Agency may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other Party. WSDOT and the Transit Agency shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The Parties may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

6.1.1 The requisite funding becomes unavailable through failure of appropriation or otherwise;

6.1.2 WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;

6.1.3 WSDOT is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;

6.1.4 WSDOT is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the

issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than WSDOT; or

6.1.5 The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project.

6.2 Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the Transit Agency, if the Transit Agency materially breaches or fails to perform any of the requirements of this AGREEMENT.

## **7. Applicable Laws**

7.1 The Transit Agency agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The Transit Agency will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the Transit Agency to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violate state or local law, or would require the Transit Agency to violate state or local law, the Transit Agency agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the Transit Agency agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

## **8. Indemnification**

8.1 Each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.

8.2 Further, the Transit Agency specifically assumes potential liability for actions brought by its own employees or agents against WSDOT and, solely for the purpose of this indemnification and defense, the Transit Agency specifically waives any immunity under State industrial insurance laws, Title 51 RCW.

8.3 The provisions of this Section shall survive the termination of this Agreement.

## **9. Liability**

9.1 No liability shall attach to WSDOT or the Transit Agency by reason of entering into this Agreement except as expressly provided herein.

## **10. Venue**

10.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action shall

be initiated in the Superior Court of the State of Washington situated in Douglas County. The Parties agree that the laws of the State of Washington shall apply.

**11. Independent Contractor**

11.1 The Transit Agency shall be deemed an independent contractor for all purposes and the employees of the Transit Agency or any of its contractors, subcontractors, and the employees thereof, shall not in any manner be deemed to be employees of WSDOT.

**12. Severability**

12.1 If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this contract.

**13. Counterpart and Electronic Signature**

13.1 This Agreement may be signed in multiple counterparts, each of which constitutes an original and all of which taken together constitute one and same Agreement. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. The Parties intend to be bound by its electronic or "PDF" signature on this Agreement, are aware that the other Parties are relying on its electronic or "PDF" signature and waives any defenses to the enforcement of this Agreement based upon the form of signature.

In Witness Whereof, the Parties hereto have executed this Agreement as of the Party's date last signed below

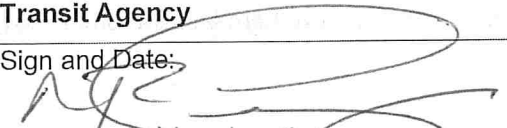
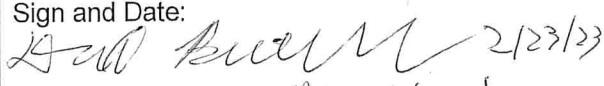
<b>Transit Agency</b>	<b>WASHINGTON STATE DEPARTMENT OF TRANSPORTATION</b>
Sign and Date: 	Sign and Date:  2/23/23
Print Name: <i>Nick Covey</i>	Print Name: <i>David Benschley</i>
Title: <i>Chief of Staff</i>	Title: <i>Region Administrator</i>

Exhibit A: US 2/97/NW Empire Avenue Roundabout Feasibility Study Task Order / Scope of Work

