

**INTERLOCAL AGREEMENT  
FOR THE ENTIAT WAY PARK AND RIDE PROJECT**

THIS INTERLOCAL AGREEMENT FOR THE ENTIAT WAY PARK AND RIDE PROJECT (“Agreement”) is entered into by and between the Chelan-Douglas Public Transportation Benefit Area d/b/a Link Transit, a Washington municipal corporation (“LINK Transit”), and the City of Entiat, a Washington municipal corporation (the “City”). LINK Transit and the City are sometimes individually referred to as a “Party” or collectively as the “Parties.”

**I. RECITALS**

WHEREAS, the City owns real property commonly known as 2951 Entiat River Road, Entiat, WA 98822 and identified by Chelan County Assessor’s Parcel Number 252117230120 (the “Property”); and

WHEREAS, the City desires to construct a Park and Ride facility on the Property to help facilitate the use of LINK Transit transportation services by local residents; and

WHEREAS, the Parties have determined entering into this Agreement will help facilitate the development of a Park and Ride on the Property; and

WHEREAS, the Parties are authorized to enter into this Agreement under the authority of Chapter 39.34 RCW; and

WHEREAS, the Parties mutually desire to enter into this Agreement for the purpose of defining their respective rights, duties, obligations, and responsibilities related to the development of a Park and Ride on the Property;

NOW, THEREFORE, the Parties agree as follows:

**II. AGREEMENT**

- 1. Recitals.** The Recitals set forth above are incorporated as if set forth in full.
- 2. Purpose.** The purpose of this Agreement is to establish the terms and conditions upon which the Parties will design, construct, maintain, and fund a Park and Ride on Property owned by the City (the “Project”). A depiction of the preliminary design for the Park and Ride is attached as Exhibit “1” to this Agreement.

**3. City Obligations.**

**3.1** The City will coordinate the design and construction of the Project, including, but not limited to, overseeing professional services consultants, soliciting bids, hiring contractors, securing permits, payment of all costs and expenses, and overseeing construction.

**3.2** The City shall maintain the Property during and after construction of the Park and Ride, and shall be obligated to pay all related costs and expenses.

**3.3** The City agrees to provide LINK Transit regular updates on Project status every other month, or upon request from LINK Transit.

**3.4** The City shall provide written notice to LINK Transit prior to the City's final acceptance of the design for the Project and prior to the City's acceptance of completion of construction for the Project. The City shall not accept the final design of the Project or provide any contractor with approval for the completion of construction without first receiving written approval from LINK Transit. Such approval from LINK Transit shall not be unreasonably withheld.

**3.5** The City shall comply with all applicable local, state, and federal regulations related to the design and construction of the Project.

**3.6** Any costs or expenses incurred by the City in excess of the amount set forth in Section 4.1 and 5 of this Agreement will be the sole responsibility of the City.

**3.7** Following completion of the Project, the City shall maintain the Property as a Park and Ride for access by LINK Transit to provide transit services to area citizens.

**4. LINK Transit Obligations.**

**4.1** LINK Transit shall contribute up to Four Hundred and Fifty Thousand and No/100 Dollars (\$450,000) of funding to the design and construction of the Project. LINK Transit shall have no other obligations related to the design, construction, maintenance, and repair of the Project or Property beyond payment to the City upon completion of the Project.

**4.2** LINK Transit shall provide advice, input, and direction to the City, its consultants, employees, and contractors, as needed to help facilitate the Project.

**4.3** LINK Transit shall provide the City with written approval of the final design of the Project and written approval of the final completion of construction, after review and input from LINK Transit. Such approval shall not be unreasonably withheld.

**4.4** Following completion of the Project, LINK Transit, in its sole discretion, shall provide transit services to area citizens at the Park and Ride.

**5. Payment.** The City may submit monthly invoices for reimbursement of the project. Invoices shall include an accounting of paid expenses, including copies of all related invoices, to LINK Transit of all costs and expenses paid in relation to the Project. LINK Transit shall reimburse the City within thirty (30) days of receipt of the invoices in the total amount not to exceed Four Hundred and Fifty Thousand No/100 Dollars (\$450,000).

**6. Administration.** This Agreement shall be administered by the Mayor of the City, or their authorized designee, and the CEO of LINK Transit, or their authorized designee.

**7. No Joint Venture.** It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other individual or entity. No joint venture or partnership is formed as a result of this Agreement.

**8. Property Ownership.** The City is the sole owner of the Property (APN 252117230120) and this Agreement does not provide LINK Transit any ownership interest in the Property.

**9. Cessation of Use.** In the event the City ceases to use the Property as a Park and Ride, or surpluses, sells or otherwise conveys the Property to a third party, within 25 years from the date of this Agreement, the City shall be required to repay LINK Transit the total amount contributed by LINK Transit as set forth in Section 5. Such repayment to LINK Transit shall be made within sixty (60) days of the last day the Property is used as a Park and Ride or, if the Property is sold, within thirty (30) days of closing. This condition of repayment shall survive termination of this Agreement, and a copy of this Agreement shall be recorded against the Property in order to provide notice to potential purchasers. The City shall provide LINK Transit advance written notice of its intent to cease use of the Property as a Park and Ride to enable LINK Transit time to make arrangements for, or modification of, its services to the area. The City shall provide first right of refusal to purchase the property at appraised market rate should the property be surplus or sold. LINK shall have first right of refusal to purchase the property.

**10. Employees.** Employees for the Parties shall at all times remain employees of each respective Party when performing work in relation to this Agreement or the Project.

**11. Term.** This Agreement shall be effective upon the date of the final signature below and shall continue until completion of the Project unless terminated sooner by the Parties as set forth in this Agreement. Section 9 above shall survive termination of this Agreement.

**12. Termination.** This Agreement may be terminated by either Party upon thirty (30) days advance written notice to the other Party. In the event the Agreement is terminated

by LINK Transit prior to substantial completion of the Project, the City shall provide an invoice to LINK Transit for reimbursement of all costs incurred on the design and construction of the Project up to the date of termination. Such reimbursement payment shall be the sole remedy for the City if this agreement is terminated by LINK Transit. In the event of termination by the City prior to substantial completion of the Project, LINK Transit shall not be required to reimburse the City for costs the City has expended on the Project.

**13. Indemnification.** LINK Transit shall defend, indemnify and hold the City, its officers, officials, employees, consultants, and volunteers harmless from and against claims, losses, demands, causes of action, suits or judgments (including fees, costs and expenses) for deaths or injuries to persons or for loss or damage to property resulting from LINK Transit's negligent actions or inactions or other wrongful conduct arising out of or in connection with the performance of this Agreement. The City shall indemnify and hold LINK Transit, its officers, officials, employees, consultants, and volunteers harmless from and against claims, demands, causes of action, suits or judgments (including fees, costs and expenses) for deaths or injuries to persons or for loss or damage to property resulting from the City's negligent actions or inactions or other wrongful conduct arising out of or in connection with the performance of this Agreement.

**14. Jurisdiction and Venue.** Jurisdiction and venue for any legal action arising out of this Agreement shall be in Chelan County Superior Court.

**15. Attorney Fees.** Except as set forth in Section 13 regarding indemnification, in the event it is necessary for either Party to utilize the services of an attorney for any legal action arising out of the existence of this Agreement, or to enforce any of the terms of this Agreement, each Party shall pay its own attorneys' fees and costs.

**16. Notices.** Any notices to be given hereunder by either Party shall be personally delivered during normal business hours or mailed via certified mail. Notices delivered personally shall be deemed communicated as of actual receipt; notices mailed shall be deemed communicated three days after the date of mailing. All notices shall be delivered to the following addresses:

To City:

Attention: Mayor  
City of Entiat  
14070 Kinzel Street  
Entiat, WA 98822

To LINK Transit:

Attention: Chief Executive Officer  
LINK Transit

2700 Euclid Avenue  
Wenatchee, WA 98801

17. **Integration.** This Agreement contains the entire agreement between the Parties with respect to the matters set in this Agreement and no oral or other prior agreements shall be effective for any purpose. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
18. **Mutual Negotiation.** The City and LINK Transit acknowledge that they have each participated in the negotiation and drafting of this Agreement and that this Agreement should not be construed for or against either Party.
19. **Posting of Agreement.** Pursuant to RCW 39.34.040, this Agreement shall be posted on each Parties' websites and a fully executed copy shall be kept on file with each Party and accessible to the public upon request.
20. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile shall be deemed valid execution of this Agreement, binding on the Parties.

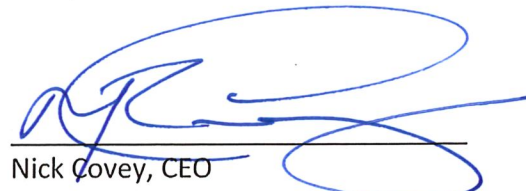
APPROVED BY THE CITY  
COUNCIL OF THE CITY OF  
ENTIAT, the 11th day of  
April, 2024,  
at an Open Public Meeting.

  
Renee Swearingen, Mayor

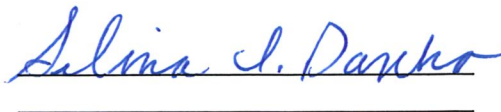
Attest/Authenticated:

  
Ann Baird, City Clerk

APPROVED BY THE  
CHELAN DOUGLAS COUNTY PUBLIC  
TRANSPORTATION BENEFIT AREA the  
\_\_\_\_\_ day of \_\_\_\_\_ at  
an Open Public Meeting.

  
Nick Covey, CEO

Attest/Authenticated:

  
Selma S. Danko



