

Return Address:

Nick Covey
2700 Euclid Avenue
Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

Grantor(s): Wenatchee Valley College, a Washington municipal corporation; Chelan-Douglas Public Transportation Benefit Area, d/b/a Link Transit, a Washington municipal corporation

Grantee(s): Wenatchee Valley College, a Washington municipal corporation; Chelan-Douglas Public Transportation Benefit Area, d/b/a Link Transit, a Washington municipal corporation

Reference Number(s) of Documents Assigned or Released: N/A

Abbreviated Legal Description: N/A

Assessor's Parcel Number(s): N/A

**INTERLOCAL AGREEMENT BETWEEN
WENATCHEE VALLEY COLLEGE AND LINK TRANSIT**

This Interlocal Agreement ("Agreement") is entered into between Community College District No. 15, d/b/a Wenatchee Valley College ("College"), a Washington community college district, and the Chelan-Douglas Public Transportation Benefit Area, d/b/a Link Transit, a Washington municipal corporation ("LINK"). The College and LINK may be referred to herein individually a "Party" and collectively as the "Parties."

WHEREAS, the Parties are municipal corporations and are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 39.34, RCW; and

WHEREAS, LINK has need for a safe and secure bus layover location that also offers restroom facilities for coach operators, and

WHEREAS, LINK operates public transportation and bus services in Wenatchee serving the College and has an interest in the using a portion of the College's property for bus layover and restroom facilities for LINK's coach operators; and

WHEREAS, the College has agreed to allow LINK to utilize a portion of a parking lot to provide LINK a bus layover location and use of restrooms;

Now, therefore, in consideration of their mutual covenants, conditions and consideration, it is agreed between the College and LINK as follows:

1. **RECITALS**: The Recitals or “Whereas” provisions set forth above are adopted as if set forth in full.
2. **IMPROVEMENT**: LINK will overlay and/or fix and stripe the asphalt as needed for Link Transit vehicles to layover on 9th Street, as depicted on Exhibit “A” and construct a shelter “pad” made of concrete to place a shelter at the sole cost and expense of LINK.
3. **BUS PARKING ONLY**: LINK will strip the bus layover location with “Bus Parking Only” and will maintain the striping at its own cost.
4. **SHELTER**: LINK shall, at its own cost, install a shelter on the shelter pad and provide weekly maintenance for the shelter keeping it clean and neat.
5. **RESTROOMS**: Link shall, at its own cost, install a key pad door lock on the building as see on Exhibit “B”, to be used a restroom facilities for LINK’s coach operators during the hours LINK operates.
6. **FUNDING**: Link shall pay for the cost of overlay and/or repairs and striping to the bus layover location, the construction of a shelter pad and the shelter. All future maintenance of the above items will be paid by LINK.
7. **OWNERSHIP**: The College will retain ownership of bus layover location. LINK will retain ownership of shelter and shelter amenities.
8. **PARTIES**: There are no additional Parties intended to be benefited under this Agreement. There are no other agreements or representations, written or oral, concerning the subject matter of this Agreement.
9. **VENUE**: This Agreement shall be governed for all purposes by the laws of the state of Washington. The venue for any action arising under this Agreement shall be in Chelan County Superior Court.
10. **MUTUAL COOPERATION**: The Parties agree to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of this Agreement.
11. **DEFAULT**: None of the Parties shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation,

machinery, or supplies, vandalism, strikes or other work interruptions by the employees of any Party, or any other cause beyond the reasonable control of the Party affected thereby. However, each Party shall utilize its best good faith efforts to perform under this Agreement in the event of any such occurrence or circumstance.

12. **ENFORCEABILITY**: This Agreement will be enforced to the fullest extent permitted by applicable law. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other governmental authority of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other terms or provisions of this Agreement, which shall remain in full force and affect.
13. **ADMINISTRATION OF AGREEMENT**: Brett Riley will administer this Agreement for the College. The LINK Chief of Staff/Finance Manager will administer this Agreement for LINK.
14. **DURATION OF AGREEMENT**: This Agreement shall take effect upon execution of the Agreement by both the College and LINK, and shall remain in effect until it is either terminated as set forth in paragraph 24, or all obligations established in this Agreement are completed by both Parties, including payment as set forth in paragraph 4 herein.
15. **NO LEGAL/ADMINISTRATIVE ENTITY CREATED**: No joint venture, separate legal or administrative entity is created by or pursuant of this Agreement.
16. **INDEMNIFICATION/DEFENSE/HOLD HARMLESS**: The College will protect, defend, indemnify, and save harmless LINK, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the performance of this Agreement by the College, except for costs, claims, judgments, and awards of damage for injuries or damages arising out of or in any way resulting from negligent or allegedly negligent acts or omissions of LINK. LINK will protect, defend, indemnify and save harmless the College, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent or allegedly negligent acts or omissions of LINK, its officers, employees, or agents.
17. **NO ASSIGNMENT**: The Parties shall not assign this Agreement or any interest, obligation or duty herein without the express written consent of the other Party.
18. **NOTICES**: All notices and payments hereunder shall be sent or delivered to the following respective address:

Wenatchee Valley College
Attn: Brett Riley
1300 Fifth Street
Wenatchee, WA 98801
509-682-6515

LINK TRANSIT
Attn: Finance Manager
2700 Euclid
Wenatchee, WA 98801
509-664-7640

or to such other respective addresses as either Party may hereafter designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to be given on the second business day following the date of mailing. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

19. **AUTHORITY**: Both Parties represent that by appropriate action by their respective governing bodies, they are authorized to enter into this Agreement and have financial authority to make the payments specified herein.
20. **NON-DISCRIMINATION POLICY**: The College and LINK shall not discriminate in the performance of this Agreement based on race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, military or veteran status, the presence of any physical, mental or sensory disability, or any other status protected by law.
21. **INDEPENDENT CONTRACTOR**: The services provided under this Agreement, if any, are those of an independent contractor. Employees of the College are and will remain employees of the College. LINK employees are and will remain LINK employees.
22. **AMENDMENT**: The College and LINK may mutually amend this Agreement. Such amendments shall not be binding unless the amendments are in writing and are signed by personnel authorized to bind the College and LINK.
23. **INTEGRATION CLAUSE**: This instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements either oral or written, between the Parties pertaining to the subject matter of this Agreement.
24. **TERMINATION CLAUSE**: Either party may terminate this Agreement by giving the other party at least thirty (30) days' advance written notice. This Agreement may also be terminated at any time by mutual agreement, in writing, between the Parties.
25. **PROPERTY / EQUIPMENT / AND MAINTENANCE**: Upon termination of this Agreement, all property purchased by the College in furtherance of this Agreement shall remain property of the College and all property retained or owned by LINK shall remain the property of LINK.
26. **DISPUTE RESOLUTION**: In the event that a dispute arises under this Agreement which cannot be resolved through negotiation, the Parties agree to resolve such dispute in the following manner: The College and LINK will each individually appoint one member to a Dispute Board and the appointed members shall jointly appoint a third member. The Dispute Board will evaluate the dispute and make a determination regarding the dispute. The determination of the Dispute Board will be final and binding on the parties thereto.

The Parties shall each be separately responsible for payment of costs associated with the representative they separately appoint to the Dispute Board, but shall equally share the remaining costs of the Dispute Board (i.e. associated with appointment of the third member and other proceedings before the Board).

27. **FILING:** After adoption by the parties, this Agreement will be filed with the Chelan County Auditor's Office.

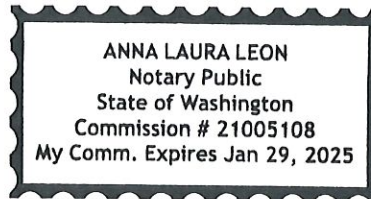
28. **EFFECTIVE DATE:** This Agreement will take effect when executed by the Parties and will continue until terminated as provided in paragraphs 14 and/or 24 herein.

APPROVED by the Board of Directors of
the Chelan-Douglas Public Transportation
Benefit Area, d/b/a Link Transit at an Open
Public Meeting on the 17th day of May 2022.

By: [Signature]
Rob Tidd, Chairperson

ATTEST:

[Signature]
Clerk of the Board



APPROVED AS TO FORM

[Signature]
Erin McCool
Attorney for Link

Dated at Wenatchee, Washington this 16 day of May, 2022.

WENATCHEE VALLEY COLLEGE


Brett Riley, VP Administrative Services

ATTEST:

Clerk of the Board

APPROVED AS TO FORM
