

CHELAN COUNTY PUBLIC WORKS

Return Address:

Penny Goehner
Chelan County Public Works
316 Washington Street, Suite 402
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): Chelan County, a Washington municipal corporation; Chelan-Douglas Public Transportation Benefit Area, d/b/a Link Transit, a Washington municipal corporation

Grantee(s): Chelan County, 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 - CHELAN COUNTY AND LINK TRANSIT

This Interlocal Agreement (“Agreement”) is entered into between Chelan County (“County”), a Washington municipal corporation, and the Chelan-Douglas Public Transportation Benefit Area, d/b/a Link Transit, a Washington municipal corporation (“LINK”). The County 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 needs related to the construction of sidewalks associated with the County Road Project No. 726, Goodwin Road Project in the City of Cashmere (“CRP 726”), and

WHEREAS, LINK operates public transportation and bus services in the area subject to and affected by CRP 726, and has an interest in the design and construction of sidewalks to be included in the CRP 726 project area; and

WHEREAS, there are significant benefits for the County, LINK and members of the public that may be achieved by the appropriate design and construction of sidewalks located within the CRP 726 project limits; and

WHEREAS, the County and LINK are interested in cooperating to facilitate the design, construction and funding of sidewalks located within the CRP 726 project limits to serve mutual interest of the County and LINK; and

WHEREAS, the Parties desire to establish a procedure and standard terms and conditions for the performance of the scope of work, including design and construction of sidewalks within the CRP 726 project area;

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

1. **RECITALS**: The Recitals or “Whereas” provisions set forth above are adopted herein as if set forth in full.
2. **DESIGN AND DESIGN APPROVAL**: The County shall design the access to and improvements related to the subject sidewalks proposed to be located within the CRP 726 project area and provide a cost estimate for the same that is mutually agreed to by the shelter
3. **CONSTRUCTION**: The County shall construct the sidewalks within the CRP 726 project area as agreed and approved under paragraph 2, above herein. Construction of the sidewalks shall occur in a timely manner in conjunction with other on-site improvements. Upon completion of construction of the sidewalks, LINK shall inspect the improvements to confirm such improvements were installed and constructed consistent with the approved plans. LINK shall notify the County of any deficiencies in the construction which shall be corrected by the County, and/or the County’s contractor, at the sole cost and expense of the County or its contractor.
4. **FUNDING**: LINK shall pay all costs for design, actual costs to construct the approved design, and a percentage of the construction engineering costs based on the contract costs (or the engineer’s estimate) for the sidewalks within the CRP 726 project area contemplated by this Agreement which will not exceed forty-one thousand dollars and 0/100 (\$41,000.00). LINK shall remit payment to the County within 30 days of the receipt of each invoice. If, after the bid is awarded for the project but before construction begins, Link elects to terminate this agreement as provided for in paragraph 20 herein, then Link shall be responsible for reimbursing the County for costs, if any, incurred by the contractor or the County for deleting this work. Said reimbursement will be made by Link to the County within 30 of days of termination of this agreement.
5. **OWNERSHIP**: Upon completion of construction and final approval by LINK, the sidewalks improvements shall be owned and maintained by Chelan County.
6. **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.

7. **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.
8. **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.
9. **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.
10. **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.
11. **ADMINISTRATION OF AGREEMENT**: The Chelan County Public Works Department will administer this Agreement for the County. The LINK Finance and Planning Manager will administer this Agreement for LINK.
12. **DURATION OF AGREEMENT**: This Agreement shall take effect upon execution of the Agreement by both the County and LINK, and shall remain in effect until all obligations established in this Agreement are completed by both Parties, including payment as set forth in paragraph 4 herein.
13. **NO LEGAL/ADMINISTRATIVE ENTITY CREATED**: No joint venture, separate legal or administrative entity is created by or pursuant of this Agreement.
14. **INDEMNIFICATION/DEFENSE/HOLD HARMLESS**: The County 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 County, 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 County, 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.

15. **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.

16. **NOTICES**: All notices and payments hereunder shall be sent or delivered to the following respective address:

CHELAN COUNTY PUBLIC WORKS
Attn: Chief Accountant
316 Washington Street, Suite 402
Wenatchee, WA 98801
509-667-6415

LINK TRANSIT
Attn: Nick Covey
2700 Euclid
Wenatchee, WA 98801
509-664-7940

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.

17. **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.

18. **NON-DISCRIMINATION POLICY**: The County 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.

19. **INDEPENDENT CONTRACTOR**: The services provided under this Agreement are those of an independent contractor. Employees of the County are and will remain employees of the County. LINK employees are and will remain LINK employees.

20. **AMENDMENT**: The County 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 County and LINK.


21. **INTEGRATION CLAUSE**: This instrument embodies the entire agreement of the Parties. There are not 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 CRP 726.

22. **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. If either party

determines it necessary to terminate all or any part of the CRP 726 project construction contemplated by this Agreement for any reason, the other Party shall be liable to the non-terminating Party for all costs and expenses incurred, including committed to be incurred, by the non-terminating Party as a result of the terminating Party's decision to terminate.

23. **PROPERTY / EQUIPMENT / AND MAINTENANCE**: Upon termination of this Agreement, all property purchased by the County in furtherance of this Agreement shall remain property of the County.
24. **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 County 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).
25. **FILING**: After adoption by the parties, this Agreement will be filed with the Chelan County Auditor's Office.
26. **EFFECTIVE DATE**: This Agreement will take effect when executed by the Parties and will continue until terminated as provided in paragraphs 12 and/or 22 herein.

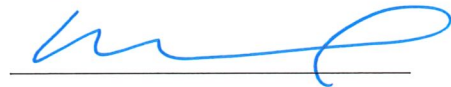
APPROVED by the Board of Commissioners of
the Chelan-Douglas Public Transportation
Benefit Area, d/b/a Link Transit at an Open
Public Meeting on the 17th day of August 2021.

By: 
_____, Chairman

ATTEST:


Clerk of the Board

APPROVED AS TO FORM



Attorney for Link

Dated at Wenatchee, Washington this 28th day of September, 2021.

**CHELAN COUNTY
BOARD OF COUNTY COMMISSIONERS**





BOB BUGERT, Chair



KEVIN OVERBAY, Commissioner



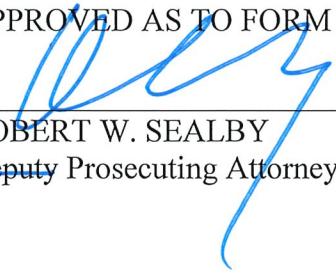
TIFFANY GERING, Commissioner

ATTEST: CARLYE BAITY



Clerk of the Board

APPROVED AS TO FORM



ROBERT W. SEALBY
Deputy Prosecuting Attorney