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Document Title: INTERLOCAL AGREEMENT
Grantor(s): KITTITAS COUNTY, WASHINGTON
Grantee(s): CHELAN COUNTY, WASHINGTON
Legal Description: N/A
Assessor's Tax Parcel ID: N/A

Filed with the Auditor or posted on the County's website pursuant to RCW 39.34.040

**INTERLOCAL COOPERATION AGREEMENT BEWEEN
 CHELAN COUNTY AND KITTITAS COUNTY FOR ROUTINE MAINTENANCE
 OF A PORTION OF COLOCKUM PASS ROAD IN KITTITAS COUNTY**

THIS AGREEMENT is made and entered into by and between Kittitas County, a Washington state municipal corporation, and Chelan County, a Washington state municipal corporation, (sometimes collectively referred to as the "parties" or individually as a "party") pursuant to the authority granted under Chapter 39.34 RCW, "Interlocal Cooperation Act", as follows:

WHEREAS, pursuant to a 1982 agreement with Kittitas County, Chelan County has maintained a mile-long portion of Colockum Pass Road lying within Kittitas County; and

WHEREAS, Chelan County maintains a portion of Colockum Pass Road lying within its boundaries and has personnel and equipment available to assist Kittitas County with routine maintenance of a portion of Colockum Pass Road lying within Kittitas County; and

WHEREAS, for a mutual benefit and for the purpose of conserving public funds, the parties agree that it is convenient and economical for Chelan County, through its Public Works Department, to perform routine maintenance, including stabilization and snowplowing, of the above-described portion of Colockum Pass Road lying within Kittitas County as depicted in Exhibit "A" to this Agreement; and

WHEREAS, the parties desire to establish a procedure and standard terms and conditions for the performance of the scope of work;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

**ARTICLE I
 PURPOSE AND SCOPE OF WORK**

- 1.01 **PURPOSE AND SCOPE OF WORK.** The purpose of this Agreement is to authorize Chelan County on behalf of Kittitas County to perform the work consisting of routine maintenance of Colockum Pass Road lying within Kittitas County at the location depicted in Exhibit "A". "Routine maintenance" means road work including stabilization and

snowplowing. Chelan County agrees to provide the necessary equipment, labor, engineering, administrative and clerical services to perform the work.

ARTICLE II ADMINISTRATION AND CONTACT INFORMATION

- 2.01 **ADMINISTRATOR.** The Chelan County Engineer shall administer this agreement and may exercise all the powers and perform all the duties vested by law in the Kittitas County Engineer as is necessary to perform the work.
- 2.02 **CONTACT INFORMATION.** The following shall be the parties' contact persons for administration of this agreement:

Director/County Engineer
Chelan County Public Works Department
316 Washington Street, Suite 402
Wenatchee, WA 98801
(509)667-6415

Director of Public Works
Kittitas County Public Works Dept
411 N. Ruby Street, Suite 1
Ellensburg, WA 98926
(509)962-7523

ARTICLE III DURATION

- 3.01 **DURATION.** This Agreement shall be effective upon execution and filing and/or posting of the Agreement in both counties. This Agreement shall continue in force until terminated in writing by either party, or both parties, as provided in this Agreement.

ARTICLE IV COMPENSATION TO THE COUNTY

- 4.01 **REIMBURSEMENT FOR EXPENSES.** Kittitas County agrees to reimburse Chelan County for the costs of the work performed or equipment rented and shall be based on the actual cost of labor, equipment, plus all costs for fringe benefits to labor, including but not limited to, Social Security, retirement, industrial and medical aid costs, prorated sick leave, holidays and vacation time, and group medical insurance. Also, an additional fifteen percent of the total costs shall be added for overhead expenses for accounting, billing and administrative services, after a certified statement of the costs is provided within thirty (30) days of the service or equipment rental. The amount invoiced shall be paid within thirty (30) days after billing.

ARTICLE IV PERFORMANCE OF AGREEMENT

- 5.01 **COMPLIANCE WITH ALL LAWS.** Each party shall comply with all federal, state, and local laws, rules, regulations and ordinances applicable to the performance of this

Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

- 5.02 **MAINTENANCE AND AUDIT OF RECORDS.** Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents and other materials for the applicable retention period under federal and Washington law.
- 5.03 **ON-SITE INSPECTIONS.** Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state and local laws, rules, regulations and ordinances.
- 5.04 **TREATMENT OF ASSETS AND PROPERTY.** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
- 5.05 **IMPROPER INFLUENCE.** Each party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.
- 5.06 **CONFLICT OF INTEREST.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, in this Agreement which gives rise to a conflict of interest.
- 5.07 **ASSIGNMENT AND SUBCONTRACTING:** No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of both parties.
- 5.08 **NOTICE:** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, shall be to the contact persons as set forth in paragraph 2.02.

ARTICLE VI DISPUTES

- 6.01 **TIME.** Time is of the essence of this Agreement
- 6.02 **DISPUTE RESOLUTION.** In the even that a dispute arises regarding any matter addressed in or related to this Agreement, the parties agree first to attempt to resolve such

dispute by a telephone call between the public works directors of each county, or authorized designee(s). If the matter is not resolved by consultation in a telephone call, the parties agree that before taking any other action or seeking any remedy, the parties' directors of public works, or authorized designee(s), will participate in a good faith in-person negotiation to resolve any such dispute.

- 6.03 **GOVERNING LAW AND VENUE.** This Agreement shall be governed exclusively by the laws of the State of Washington. Venue shall be selected pursuant to RCW 36.01.050 for any and all suits brought to enforce or interpret the provisions of this Agreement.
- 6.04 **ATTORNEY'S FEES.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or proceeding.
- 6.05 **INDEMNIFICATION.** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent permitted by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the parties by reason of entering into this contract except as expressly provided herein.

ARTICLE VII TERMINATION

- 7.01 **TERMINATION.** This Agreement may be terminated by a writing executed by both parties and adopted by resolution of each party's legislative body. Either party may terminate this Agreement upon thirty (30) days written notice, either personally-delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's contact at the address in paragraph 2.02 and to its board of commissioners. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

ARTICLE IX GENERAL PROVISIONS

- 8.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** The Agreement may be changed, modified, amended or waived only by written agreement signed by the parties and adopted by resolution of each party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

- 8.02 **ASSIGNMENT.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
- 8.03 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- 8.04 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The recitals to this Agreement are incorporate by reference and are part of the Agreement. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 8.05 **FILING.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the county auditor or posted on the county's website as appropriate in each county.
- 8.06 **HEADINGS.** The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

DATED: 11/17/09

DATED: October 20, 2009

BOARD OF COUNTY COMMISSIONERS,
CHELAN COUNTY, WASHINGTON

BOARD OF COUNTY COMMISSIONERS,
KITITAS COUNTY, WASHINGTON


Ron Walter, ~~Chairman~~ Commissioner

ABSENT

Alan A. Crankovich, Chairman

ABSENT

Keith W. Goehner, Commissioner ~~Chairman~~

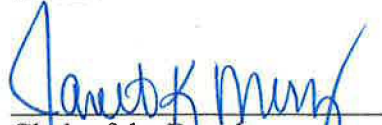


Paul Jewell, Vice Chair


Doug England, Commissioner


Mark D. McClain, Commissioner


ATTEST: Janet K. Merz


Clerk of the Board
Date: 11/17/09


ATTEST:

By: 
Julie Eiersvik, Clerk of the Board
Date: 10/20/09

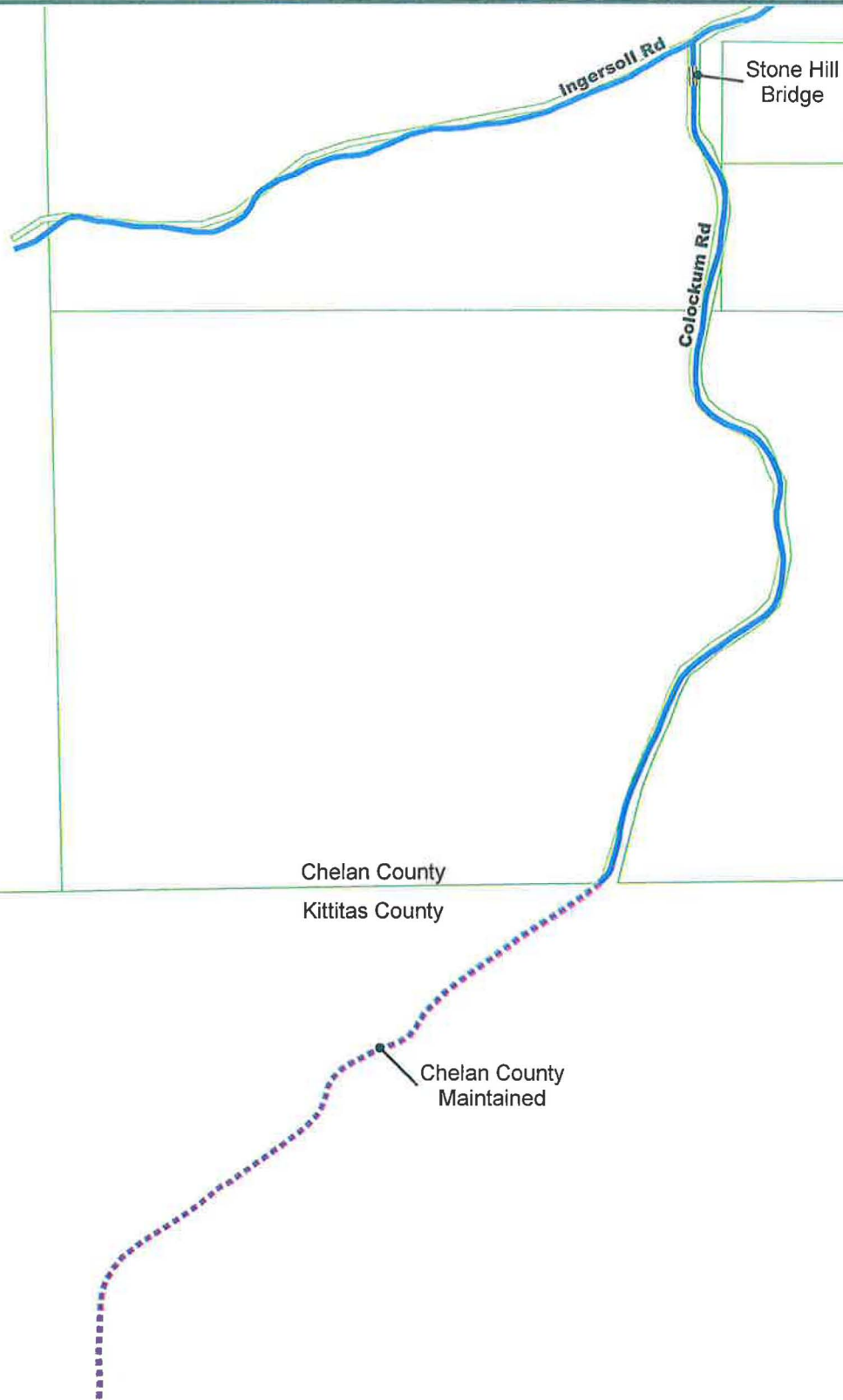
APPROVED AS TO FORM:

By: 
Louis N. Chernak
Deputy Prosecuting Attorney
Date: 11-9-2009

APPROVED AS TO FORM:

By: 
Stephanie U. Happold
Deputy Prosecuting Attorney
Date: 11/3/09

CHELAN COUNTY PUBLIC WORKS



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