INTERLOCAL AGREEMENT FOR CERTIFIED ACCEPTANCE SERVICES

THIS AGREEMENT is made and entered into by and between Kittitas County, a Washington state municipal corporation (hereinafter the "County") through its Public Works Department whose address is 411 N Ruby Street, Suite 1, Ellensburg, Washington, 98926, and the City of Cle Elum (hereinafter the "City"), a Washington state municipal corporation, whose address is 119 West 1st, Cle Elum, Washington 98922, (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, the Washington State Department of Transportation has allocated a portion of the federally funded "Safe Routes to School" funds to the City for the Progress Pathway project (hereinafter the "project"); and

WHEREAS, the City desires to utilize the Safe Routes to School funds to undertake the pathway construction project called "Progress Path"; and

WHEREAS, the expenditure of Safe Routes To School funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and

WHEREAS, the City is not presently certified to administer federal aid projects; and

WHEREAS, the County is presently certified to administer federal aid projects; and

WHEREAS, The Local Agency Guidelines provides that a noncertified local agency may enter into agreement with a CA agency to have the CA agency perform project development and/or contract administration; and

WHEREAS, this project will benefit the regional transportation system.

NOW, THEREFORE IT IS HEREBY AGREED as follows:

1. The County will certify the project for the City in accordance with the Washington State Department of Transportation Local Agency Guidelines.

2. The City will:

   2.1. Prepare all of the project plans, specifications, and estimates in accordance with the Local Agency Guidelines;

2.2. Provide construction engineering and inspection services through the City's consultant in accordance with the Local Agency Guidelines.

2.3. Reimburse the County for services provided by the County on a time and materials basis when billed by the County. The fee schedule is attached as Exhibit 1.

3. ***ADMINISTRATOR.*** The County Engineer shall administer this agreement.

4. ***CONTACT INFORMATION.*** The following shall be the parties' contact persons for administration of this agreement:

Jim Leonard
Public Works Director
City of Cle Elum
119 West 1st
Cle Elum, WA 98922
(509) 674-2262 ext. 102

Douglas D'Hondt
County Engineer
Kittitas County Public Works Dept
411 N. Ruby Street, Suite 1
Ellensburg, WA 98926
(509) 962-7523

5. ***DURATION***. This Agreement shall be effective upon execution and filing and/or posting of the Agreement. This Agreement shall continue in force until the Progress Path Project is completed or if the Agreement is terminated in writing by either party, or both parties, as provided in this Agreement.

6. ***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.

7. ***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.

8. ***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.

9. ***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.

10. ***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.

11. ***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.

12. ***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.

13. ***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 Section 4.

14. ***TIME.*** Time is of the essence of this Agreement

15. ***DISPUTE RESOLUTION.*** In the event 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 parties' authorized designees. 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' authorized designee(s), will participate in a good faith in-person negotiation to resolve any such dispute.

16. ***GOVERNING LAW AND VENUE***. This Agreement shall be governed exclusively by the laws of the State of Washington. The Kittitas County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

17. ***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.

18. ***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.

19. ***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 Section 4 and to each party's legislative body. 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.

20. ***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.

21. ***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.

22. ***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.

23. ***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.

24. ***FILING.*** Pursuant to RCW 39.34.040, this Agreement shall be filed with the County auditor or posted on the County's website.

25. ***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.

26. This Interlocal Agreement shall be in full force and effect when executed by the City and County.

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

DATED: 8/30/2010

CLE ELUM CITY COUNCIL
CLE ELUM, WASHINGTON

Charles J. Glondo
, Chair

DATED: August 17, 2010

BOARD OF COUNTY COMMISSIONERS,
KITTITAS COUNTY, WASHINGTON

Mark McClain, Chairman

Paul Jewell, Vice Chair

Alan Crankovich, Commissioner

ATTEST:

Clerk of City Council
Date: 8/30/2010

COUNTY COMMISSIONERS SEAL KITTITAS COUNTY WASHINGTON

ATTEST:

By: Julie A. Kjorsvik
Julie Kjorsvik, Clerk of the Board
Date: 8-17-10

APPROVED AS TO FORM:

By:_____

City Attorney
Date: _____

APPROVED AS TO FORM:

By:_____
Stephanie U. Happold
Deputy Prosecuting Attorney
Date: 8/20/10

EXHIBIT 1
KCPW FEE SCHEDULE

Engineering Department Wages as of 8/11/10

Job Title	Total Hrly Rate Including Benefits
County Engineer	$58.07
Construction Manager	$41.52
Construction Inspector	$33.97
Survey Party Chief	$33.97
Engineering Tech II	$37.01
Finance Sysgem Mgr	$43.52
Accountant - PW Road	$32.12
Accounting Assistant - PW Road	$24.10