

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLE ELUM, WASHINGTON AND KITTITAS COUNTY, WASHINGTON FOR CERTIFIED ACCEPTANCE SERVICES**

**THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on this 15<sup>th</sup> day of April, 2025 by and between Kittitas County, Washington, a Washington municipal corporation, hereinafter referred to as “County”, and the City of Cle Elum, Washington, hereinafter referred to as “City”, each party having been duly organized and now existing under the laws of the State of Washington. Both entities may be referred to in this Agreement collectively as “Parties” or individually as “Party”.**

WITNESSETH:

WHEREAS, the City has been awarded Transportation Alternatives (TA) funds for the City of Cle Elum's **Stafford Avenue Sidewalk and SR 903 Speed Camera** project, (hereinafter the "Project"; and

WHEREAS, the City desires to utilize these federal funds to undertake the Project; and

WHEREAS, the expenditure of federal 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 (hereinafter “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 an agreement with a CA Agency to have the CA Agency perform project development and/or contract administration; and

WHEREAS, the accomplishment of the Project is a benefit to the regional transportation system; and

WHEREAS, the State Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes cooperative efforts between government entities in the providing of such services.

**NOW, THEREFORE, in consideration of the foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the Parties hereby agree as follows:**

**ARTICLE I  
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to set forth the terms and conditions under which the County will certify that City’s Project is designed and administered in accordance with the Washington State Department of Transportation’s Local Agency Guidelines.

## **ARTICLE II DEFINITIONS**

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

- 2.1 “CA” shall mean certified acceptance as set forth in the Washington State Department of Transportation’s Local Agency Guidelines.
- 2.2 “Project” shall mean the City of Cle Elum’s Stafford Avenue Sidewalk and SR 903 Speed Camera project.
- 2.3 “TA” shall mean the Surface Transportation Block Grant Transportation Alternatives, a federal funding program for transportation improvement projects.
- 2.4 “Local Agency Guidelines” shall mean the most current version of the Washington State Department of Transportation’s Local Agency Guidelines.

## **ARTICLE III RESPONSIBILITIES OF PARTIES**

- 3.1 The County agrees to:
  - a) Administer and certify the Project for the City in accordance with the Local Agency Guidelines.
- 3.2 The City agrees to:
  - a) Prepare all of the Project plans, specifications, and estimates in accordance with the Local Agency Guidelines.
  - b) Provide construction inspection services through the City’s consultant in accordance with the Local Agency Guidelines.
  - c) Reimburse the County for services provided by the County on a time and materials basis when billed by the County.
- 3.3 This Interlocal Agreement shall be in full force and effect when executed by the City and County.

## **ARTICLE IV ADMINISTRATION AND CONTACT INFORMATION**

- 4.1 ADMINISTRATOR: The County’s Public Works Director shall administer this Agreement for the County and the City’s Public Works Director shall administer this Agreement for the City.

4.2 CONTACT INFORMATION: The following shall be the Parties' contact persons for administration of this Agreement:

NAME:	Joshua Fredrickson	NAME:	Rob Omans
TITLE:	Public Works Director	TITLE:	City Administrator
ADDRESS:	411 N. Ruby St., Suite 1 Ellensburg, WA 98926	ADDRESS:	119 West First St. Cle Elum, WA 98922
PHONE:	509-962-7523	PHONE:	509-674-2262

#### **ARTICLE V COMPENSATION**

The City agrees to reimburse the County for services provided by the County on a time and materials basis when billed by the County, which amount shall not exceed \$5,000 without written authorization from the City of Cle Elum. Payment of each invoice billed to the City hereunder shall be due within thirty (30) days of receipt of invoice.

#### **ARTICLE VI TERM**

This Agreement shall enter into full force and effect for five (5) years from the date of adoption subject to earlier termination as provided by Article VII herein.

#### **ARTICLE VII TERMINATION**

This Agreement may be terminated early by a writing executed by both Parties and adopted by resolution of each Party's legislative body. Either Party may unilaterally 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 Article IV and to its legislative body. If this Agreement is terminated early, 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 VIII DISPUTES**

- 8.1 TIME: Time is of the essence of this Agreement.
- 8.2 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 contact persons as provided by Article IV herein of each Party, 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' contact persons as provided by Article IV herein

of each party, or authorized designee(s), will participate in a good faith in-person negotiation to resolve any such dispute.

- 8.3 GOVERNING LAW AND VENUE: This Agreement shall be governed exclusively by the laws of the State of Washington. Venue of any action brought to interpret or enforce the terms of this Agreement shall be in the Superior Court of Kittitas County, Washington.
- 8.4 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.

## **ARTICLE IX INDEMNIFICATION**

The County agrees to indemnify, defend and hold the City, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the County's elected and appointed officials, employees, agents or volunteers.

The City agrees to indemnify, defend and hold the County, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the City's elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

The indemnification obligations of the Parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each Party hereby expressly waives any immunity afforded by such acts to the extent required by a Party's obligations to indemnify, defend and hold harmless the other Party or Parties. A

Party's waiver of immunity does not extend to claims made by its employees directly against the Party as employer. The foregoing indemnification obligations of the Parties are a material inducement to enter into this Agreement and have been mutually negotiated.

An indemnified Party under this section reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of the indemnifying party's indemnity obligations under this Agreement.

The Parties hereby certify that these indemnification provisions were mutually negotiated and agreed to by the Parties, and will survive the completion, expiration, or termination of this Agreement.

## **ARTICLE X PERFORMANCE OF AGREEMENT**

- 10.1 **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.
- 10.2 **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 subject 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.
- 10.3 **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.
- 10.4 **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.
- 10.5 **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.
- 10.6 **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.

- 10.7 **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.
- 10.8 **NOTICE:** Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iii) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt transmission and with a confirmation copy mailed no later than the day after transmission) to the Parties' addresses set forth in Article IV.

## **ARTICLE XI GENERAL PROVISIONS**

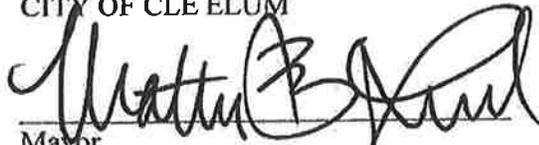
- 11.1 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended, or waived only by written agreement signed by the Parties and adopted by resolution of each Party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to 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 of a breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- 11.2 **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.
- 11.3 **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 incorporated by reference and are part of the Agreement. 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.
- 11.4 **FILING:** Pursuant to RCW 39.34.040, this Agreement shall be filed with the County Auditor or posted on the County's website.
- 11.5 **HEADINGS:** The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or to be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.
- 11.6 **SAVINGS CLAUSE:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or

ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.

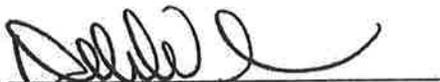
11.7 INTERPRETATION: This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its counsel. No stricter construction or interpretation of the terms hereof shall be applied against any Party as the drafter hereof. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

ADOPTED THIS 17<sup>th</sup> DAY OF March, 2025

CITY OF CLE ELUM

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

ADOPTED THIS 15<sup>th</sup> DAY OF April, 2025

BOARD OF COUNTY COMMISSIONERS  
KITITAS COUNTY, WASHINGTON

  
\_\_\_\_\_  
Laura Osiadacz, Chair

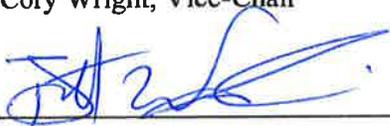
Attest:

- Clerk of the Board- Julie Kjorsvik
- Deputy Clerk of the Board- Mandy Buchholz



**ABSENT**

\_\_\_\_\_  
Cory Wright, Vice-Chair

  
\_\_\_\_\_  
Brett Wachsmith, Commissioner