

**INTERLOCAL AGREEMENT BETWEEN**  
**CHELAN-DOUGLAS TRANSPORTATION COUNCIL,**  
**CHELAN-DOUGLAS REGIONAL PORT AUTHORITY,**  
**CITY OF QUINCY,**  
**AND**  
**PORT OF QUINCY**  
**FOR**  
**TRANSPORTATION PLANNING STUDY**

THIS INTERLOCAL AGREEMENT (Agreement) is made between **Chelan-Douglas Transportation Council (CDTC)**, and the **Chelan-Douglas Regional Port Authority (CDRPA)**, the **City of Quincy** and the **Port of Quincy** (known individually as Party or collectively as Participating Entities) for the purpose of sharing costs to conduct a transportation planning study.

**RECITALS:**

A. The Interlocal Cooperation Act, RCW 39.34, authorizes public agencies to enter into agreements with one another for cooperative action. The CDTC, CDRPA, City of Quincy and Port of Quincy qualify as public agencies for purposes of RCW 39.34.

B. The CDTC, CDRPA, City of Quincy and Port of Quincy desire to work together on the following described project for the benefit of the region. CDTC is serving as the lead agency to conduct a transportation planning study to evaluate safety and capacity improvements to the SR 28 highway corridor between East Wenatchee and Interstate 90. The CDRPA, City of Quincy and Port of Quincy desire to contribute funding toward to cost of the transportation planning study.

C. CDTC will administer the Agreement by entering into a contract with a consultant to perform the transportation planning study as detailed herein this Agreement.

D. The total cost of the transportation planning study is \$252,923.

E. The total combined amount of funding to be contributed to the transportation planning study by the CDRPA, City of Quincy and the Port of Quincy is \$20,000, with individual shares itemized herein this Agreement.

F. Through this Agreement, CDTC, CDRPA, the City of Quincy and the Port of Quincy desire to proceed with the transportation planning study and to fairly allocate the cost between them.

G. For the mutual benefit of the Participating Entities and to conserve public funds, it is convenient and economical for the Participating Entities to enter into this Agreement.

**AGREEMENT:**

In consideration of the terms that this Agreement contains, CDTC, CDRPA, the City of Quincy and the Port of Quincy agree as follows:

1. Term. This Agreement shall become effective upon the full execution by the Participating Entities; and recording with the Douglas County Auditor and Grant County Auditor, or

alternatively the posting of this Agreement to each Party's website. It shall terminate upon completion of the transportation planning study, or no later than June 30, 2022.

2. Administration of Agreement.

- 2.1 No separate legal or administrative entity is created by this Agreement.
- 2.2 Jeff Wilkens, CDTC Executive Director, shall administer this Agreement. The authorized representative of each Participating Entity designated in Section 2.3 below shall be responsible to report to their respective governing body.
- 2.3 The following shall be the Participating Entities' authorized representatives and contact persons for administration of this Agreement and any notices required by this Agreement shall be provided to:

City of Quincy:                   City of Quincy  
  Attn: City Administrator  
  104 B St. SW  
  P.O. Box 338  
  Quincy, WA 98848

Port of Quincy:                   Port of Quincy  
  Attn: Executive Assistant  
  101 F Street, SW  
  Quincy, WA 98848

CDRPA:                             Chelan-Douglas Regional Port Authority  
  Attn: Chief Executive Officer  
  One Campbell Parkway, Suite A  
  East Wenatchee, WA 98802

CDTC:                              Chelan-Douglas Transportation Council  
  Attn: Executive Director  
  37 S. Wenatchee Avenue, Ste. C  
  Wenatchee, WA 98801

3. Purpose. The purpose of this Agreement is to facilitate a transportation planning study to evaluate safety and capacity improvements to the SR 28 highway corridor between East Wenatchee and Interstate 90.

4. Transportation Planning Study. The CDTC has already or shall contract with a consultant to perform the following tasks regarding the transportation planning study:

- 4.1 To prepare an economic market study and development forecast for the SR 28 highway corridor to include the Wenatchee Valley and City of Quincy for purposes of estimating future travel demand on SR 28; and
- 4.2 To develop a planning-level cost estimate to expand SR 28 from two lanes to four lanes between the City of Rock Island to City of Quincy, and to expand SR 281 from two lanes to four lanes between the City of Quincy to Interstate 90.

5. Payment for Transportation Planning Study.

5.1 CDTC currently has a consultant under contract to perform the transportation planning study. The total cost for the transportation planning study is \$252,923. CDTC, CDRPA, the City of Quincy, and the Port of Quincy agree to share in the total cost in the following amounts:

- **CDTC:** not to exceed \$232,923
- **CDRPA:** \$10,000
- **City of Quincy:** \$5,000
- **Port of Quincy:** \$5,000

5.2 The cost sharing limitations set forth in Section 5.2 above shall not be exceeded without the written authorization of all Participating Entities.

5.3 CDTC shall be responsible for making payment to the contracted consultant upon the contract terms. CDTC will invoice CDRPA, City of Quincy and Port of Quincy within 30 days of making a final payment to the contracted consultant upon completion of work. CDRPA, City of Quincy and Port of Quincy shall each pay its established share within 30 days of invoice. Payment(s) not made within 30 days of invoice shall accrue interest at the rate of 12% per annum.

6. Property. The Participating do not anticipate acquiring jointly-owned personal or real property under this Agreement.

7. Financing, Budget and Expenses. No separate budget or financing method is created by this Agreement.

8. Maintenance and Audit of Records.

8.1 Each Party shall maintain books, records, documents and other materials relevant to its performance under this Agreement.

8.2 These records shall be subject to inspection, review and audit by either Party, the Washington State Auditor's Office, or any other entity as required by law.

8.3 Each Party shall retain all such books, records, documents and other materials for the longest applicable retention period under federal and Washington State law.

9. Legal Relations.

9.1 The Participating Entities are separate and independent governmental entities in all respects. Nothing in this Agreement shall be construed as creating any other relationship between the Participating.

9.2 Each Participating Entity agrees to defend, indemnify, and hold harmless the other Participating Entities and its agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from its performance of this Agreement, except for injuries and damages caused by the actions of the entity being indemnified.

8.3 Nothing in this Agreement shall be construed to permit anyone other than the Participating Entities and their successors to rely upon the covenants and agreements contained in this Agreement, nor to give any such third party a cause of action, as a third party beneficiary or otherwise, on account of any nonperformance of the provisions of this Agreement.

10. Enforcement.

10.1 In the event a dispute arises regarding any matter addressed in or related to this Agreement, the Participating Entities agree that before taking any court action or seeking any other legal remedy, the Participating Entities' authorized contact persons listed in Section 2.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

10.2 If any legal action, arbitration 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 other proceeding.

11. Authority. Each person signing this Agreement has the full authority to execute this Agreement and to bind the party on behalf of which he/she signed.

12. Applicable Law. The laws of the State of Washington shall govern this Agreement and all questions relating to it.

13. Venue. Venue of any action arising out of this Agreement shall be exclusively in a court of competent jurisdiction in Douglas County, Washington.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same document.

15. Recitals. The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

16. Assignment. Nothing contained in this Agreement shall be interpreted or construed to permit the assignment by the Participating Entities of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of the other Participating Entities.

17. Posting of the Agreement. Pursuant to RCW 39.34.040, this Agreement shall be recorded with the Grant County Auditor and the Douglas County Auditor, or posted to each Party's website.

18. Applicable Laws. The Participating Entities, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

19. Interpretation.

19.1 This Agreement has been submitted to the scrutiny of the Participating Entities and their legal counsel, if desired, and it shall be given a fair and reasonable

interpretation in accordance its words, without consideration or weight given to its being drafted by any Party or its legal counsel.

19.2 In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions, or applications of this Agreement which shall be given effect without the invalid term, provision, condition, or application. To this end, the terms, provisions and conditions of this Agreement are declared severable.

20. Waiver of Breach. The waiver by either Party of the breach of any provision of this Agreement by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other Party.

21. Entire Agreement. This Agreement constitutes the entire agreement between CDTC, CDRPA, City of Quincy and the Port of Quincy relating to the transportation planning study. Any modification of the Agreement or additional obligation assumed by CDTC or CDRPA, City of Quincy, Port of Quincy in connection with the Agreement shall be binding only if evidenced in writing and signed by all Participating Entities. This Agreement shall be binding upon the Participating Entities, their successors and assigns.



03/07/2022

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Jeff Wilkens  
Executive Director  
Chelan-Douglas Transportation Council

Date

\_\_\_\_\_  
Jim Kuntz  
Chief Executive Officer  
Chelan-Douglas Regional Port Authority

Date

\_\_\_\_\_  
Paul Worley  
Mayor  
City of Quincy

Date

\_\_\_\_\_  
Curt Morris  
Commissioner  
Port of Quincy

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Executive Director  
Chelan-Douglas Transportation Council

Date

  
\_\_\_\_\_  
Jim Kuntz  
Chief Executive Officer  
Chelan-Douglas Regional Port Authority

02-01-2022

Date

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Paul Worley  
Mayor  
City of Quincy

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Curt Morris  
Commissioner  
Port of Quincy

Date

*Paul Worley* 2/15/2022

