



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

CASHMERE CITY COUNCIL MEETING
MONDAY, MAY 11, 2020 6:00 P.M., CITY HALL

DUE TO THE COVID-19 PANDEMIC AND THE GOVERNOR'S STAY AT HOME ORDER; CITY COUNCIL MEMBERS AND THE PUBLIC ARE REQUIRED TO CALL IN TO PARTICIPATE IN A PHONE CONFERENCE CITY COUNCIL MEETING. PLEASE CALL IN 5 MINUTES PRIOR TO MEETING.

PH# 1-(978)-990-5308 Access code: 4330749

AGENDA

CALL TO ORDER

ROLL CALL

ANNOUNCEMENTS

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of April 27, 2020 Regular Council Meeting by Telephone Conference
2. Payroll and Claims Packet Dated May 11, 2020

BUSINESS ITEMS

1. Resolution No. 04-2020 authorizing COVID Supplemental Leave in half hour increments
2. Street Striping Agreement with Chelan County Public Works
3. Interlocal Agreement Chelan Douglas Regional Port Authority – Economic Development Plan for East Cashmere Property
4. Chelan Douglas Regional Port Authority Grant – Railroad Ave.

PROGRESS REPORTS

ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS
Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY APRIL 27, 2020 AT CASHMERE CITY HALL – TELEPHONE CONFERENCE

OPENING

Mayor Jim Fletcher opened the regular City Council meeting via telephone conference at 6:00 p.m. at City Hall. City Clerk-Treasurer Kay Jones took minutes.

Mayor Fletcher announced that this meeting of the City Council is being conducted via a telephone conference call pursuant to Governor Inslee’s Proclamation No. 20-28. Before the roll call for attendance I would like to go over some ground rules for conducting this meeting so that each of the council members can hear and be heard.

If we were seated in the City Council chambers the council would be seated from my right to my left around the Council table as follows: Councilmember Erickson, Councilmember Stephenson, Councilmember Pratt, Councilmember Carlson, and Councilmember Scott.

In an effort to provide some organization to this meeting because it is being conducted over the phone, I will be recognizing the councilmembers on each issue before the City Council in the order as listed. When it is a councilmember’s turn to speak, the councilmember may respond with “no comment” or “I agree with the previous comments” or with additional comments or questions.

As items appear on the agenda, motions will be sought first from Councilmember Erickson, and so on from right to left. Motions will be followed by a request by me for a second to the motion in the same order. For example, if Councilmember Erickson makes a motion, Councilmember Stephenson will be requested to respond to whether she seconds the motion, and if not, I will seek a second from Councilmember Pratt and so on.

On each item, I will ask the councilmembers for comments in that order and we will continue to utilize that order until all comments and questions on the agenda items have been made.

Now for the roll call of the councilmembers to document attendance. Please respond with an acknowledgment of your presence when your name is called.

ATTENDANCE

Present

Not Present

Mayor: Jim Fletcher

Council: Daniel Scott
Chris Carlson - phone
Dave Erickson - phone
Jayne Stephenson - phone
Derrick Pratt - phone

Staff: Kay Jones, City Clerk-Treasurer
Steve Croci, Director of Operations

Chuck Zimmerman, City Attorney

Public: Kirk Beckendorf, Cashmere Valley Record - phone

ANNOUNCEMENTS AND INFORMATION

March Financial Report is on the website.

Clerk-Treasurer Kay Jones requested two volunteers to review the 2019 Annual Financial Report. Councilors Stephenson and Pratt volunteered.

APPROVAL OF AGENDA

MOVED by Councilor Carlson and seconded by Councilor Scott to approve the agenda as submitted. Motion carried 5-0.

CONSENT AGENDA

Minutes of April 13, 2020 Regular Council Meeting by Telephone Conference
Payroll and Claims Packet Dated April 27, 2020

Claims Direct Pay and Check #40410 through #40432 totaling \$117,302.79

MOVED by Councilor Scott and seconded by Councilor Erickson to approve the items on the consent agenda. Motion carried 5-0.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH RH2 ENGINEERING

The City sent out a Request for Qualifications for Engineering Services focused on the operation of the City's wastewater treatment plant and water system. RH2 Engineering was identified as the best suited to meet the current technical needs and to assure compliance with regulatory permits to operate the systems. The proposed agreement is through 2021.

Finding that the selection of a technical engineering consultant is a necessary and routine business matter the following motion was made.

MOVED by Councilor Erickson and seconded by Councilor Stephenson to approve the Professional Engineering Services Agreement with RH2 Engineering and authorize the Mayor to sign. Motion carried 5-0.

AGREEMENT WITH CHELAN COUNTY NOXIOUS WEED CONTROL BOARD

Knotweed is a noxious weed that threatens wildlife and left unmanaged it can provide a source for renewed infestation on private lands. Effective eradication requires a concerted effort on all public and private lands to protect wildlife habitat.

Chelan County Noxious Weed Control Board is once again requesting an agreement to treat and monitor knotweed on City property. The Agreement includes permission to enter City property and waiver of certain claims of liability. The location is along Mission Creek at the Corner of Sunset Highway and River Street. The agreement will start June 1, 2020 and continue through October 31, 2024.

Finding that entering into an agreement to continue to treat and monitor knotweed on City property is a necessary and routine business matter the following motion was made.

MOVED by Councilor Pratt and seconded by Councilor Carlson to approve the Agreement with Chelan County Noxious Weed Control Board and authorize the Mayor to sign. Motion carried 5-0.

PROGRESS REPORTS

Director Croci provided a written progress report in the council packet. The Streetlight update refers to South Douglas, when in fact the project is on South Division Street.

City Council Minutes
April 27, 2020

Mayor Fletcher informed the council that he is keeping an eye on the budget and he's discussed with staff the possibility of delaying or cancelling capital projects and equipment until we see how City revenues are affected by COVID-19.

The County is in the design phase of improving Sunset Highway from Goodwin Road down to the city limits. The Mayor discussed partnering with the County to complete the City's portion of Sunset Highway, from the city limits down to where the sidewalk ends on Sunset Highway, which is about 1200 feet. The Mayor suggested that before Sunset Highway is paved the City look at the feasibility of extending the City utilities to increase connections. The consensus of the City Council was to have Pace Engineering study the feasibility of extending the utilities and possible funding opportunities.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:30 p.m.

James Fletcher, Mayor

Attest:

Kay Jones, City Clerk-Treasurer

RESOLUTION NO. 04-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, AMENDING SUBSECTION F OF SECTION 2 OF RESOLUTION NO. 03-2020, AUTHORIZING COVID-19 SUPPLEMENTAL LEAVE TO BE TAKEN IN INCREMENTS OF ONE-HALF HOUR; CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, on March 23, 2020 the City Council approved City Resolution No. 03-2020 establishing a COVID-19 Supplemental Leave Policy for City employees; and

WHEREAS, Subsection F of Section 2 of Resolution No. 03-2020 requires that employees utilize authorized COVID-19 Supplemental Leave in blocks of eight hours for full-time employees and four hours for part-time employees; and

WHEREAS, in the course of administration of the Resolution the City administration has determined that Subsection F of Section 2 of Resolution No. 03-2020 should be revised; and

WHEREAS, in order to enable employees to use the COVID-19 Supplemental Leave time and not use vacation hours, the City administration has implemented the Policy in a manner that enables employees to utilize the COVID-19 Supplemental Leave in one-half hour increments; and

WHEREAS, the limited number of City employees and the need for those employees to respond to emergency work call out responses support the adoption of this Resolution amending Subsection F of Section 2 of Resolution No. 03-2020 for the benefit of City employees; **NOW THEREFORE**,

THE CITY COUNCIL OF THE CITY OF CASHMERE, WASHINGTON, HEREBY RESOLVE AS FOLLOWS:

Section 1. The recitals set forth above are hereby adopted as a statement of purpose and findings in support of the revision to the COVID-19 Supplemental Leave Policy as set forth in Section 2 of this Resolution.

Section 2. Subsection F of Section 2 of City Resolution No. 03-2020 is hereby amended to read as follows:

- F. Supplemental Leave must be used in increments of no less than one-half (1/2) hour increments by all employees entitled to use COVID-19 Supplemental Leave.

Section 3. If any section, sentence, clause or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or the constitutionality of any other section, sentence, clause or phrase of this Resolution.

Section 4. The amendment to Resolution No. 03-2020 as set forth in this Resolution shall be effective retroactive to March 23, 2020, the date of approval of Resolution No. 03-2020.

APPROVED by the City Council at an Open
Public Meeting the ___ day of May, 2020.

MAYOR JIM FLETCHER

ATTESTED/AUTHENTICATED:

KAY JONES, CITY CLERK

APPROVED AS TO FORM:



CHARLES D. ZIMMERMAN, CITY ATTORNEY

Staff Summary

Date: 5/5/20
To: City Council
From: Steve Croci
RE: Chelan County Street Striping

Roads around town need new lines painted on them annually. Chelan County has the proper equipment and expertise to complete the job. The estimated cost is \$3,625. Staff recommends entering into an agreement with Chelan County to stripe the streets in Cashmere this year.

Staff Recommendation:

MOVE to authorize Mayor to sign documents to enter into an agreement with Chelan County to paint the street lines.

Return Address:

Penny Goehner
Chelan County Public Works
316 Washington Street, Suite 402
Wenatchee, WA 98801

Document Title:	Interlocal Agreement for Paint Striping Services
Grantor:	City of Cashmere
Grantees:	Chelan County
Legal Description:	Not Applicable
Assessor's Tax Parcel ID	Not Applicable

INTERLOCAL AGREEMENT FOR PAINT STRIPING SERVICES

THIS INTERLOCAL AGREEMENT made this ____ day of _____, 2020, between Chelan County, a municipal corporation under the laws of the State of Washington (hereinafter referred to as the “County”), and the City of Cashmere, a municipal corporation under the laws of the State of Washington (hereinafter referred to as the “City”), and collectively referred to as the “Parties” is for paint striping services.

WHEREAS, the City is in need of work, services, and/or goods outlined in the scope of work contained herein, which includes primarily paint striping services, and

WHEREAS, said work, services, and/or goods can be provided by the County more efficiently, and

WHEREAS, Chapter 36.33A RCW and Chapter 39.34 RCW authorize the Parties to enter into this Agreement for the benefit of the public, and

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

NOW, THEREFORE, in exchange for the mutual benefits contained herein, it is hereby agreed as follows:

Section 1 Scope of Work:

The County shall provide the necessary engineering, administrative and clerical services to accomplish the following scope of work. In providing such services the Director of Public Works may exercise all the powers and perform all the duties vested by law in the City.

The County shall perform City street paint striping for the City streets as referred to in the attached Exhibit "A".

The County and the City shall meet in February of each year to discuss and jointly review the list of City streets to be striped and the associated work scheduled and determine any modifications to Exhibit "A".

Section 2 Delegation of Authority:

The City hereby confers and delegates such municipal authority, which may be necessary, and only to an extent consistent with applicable law, to the County and the Director of Public Works/County Engineer for the purpose of carrying out this Agreement.

Section 3 Term:

The scope of work shall be completed by June 15th of each year unless extended by mutual written agreement.

The original term of this agreement shall be five (5) years, and shall automatically be extended by one (1) year on December 31st of each succeeding year beginning in 2025.

Section 4 Reimbursements of Expenses:

The City shall reimburse the County for all costs of direct and indirect labor (including fringe benefits), administration, equipment rental, engineering, materials, and supplies for the work, services, and/or goods provided in fulfilling the scope of work. Following authorization to proceed with the work, the County may submit progress billings on the first of each month. Billings shall provide a breakdown of labor and equipment by day and a detail of materials by quantity. The City shall remit payment within thirty (30) days of the billing date.

Section 5 Indemnification:

The Parties hereto agree to hold harmless, indemnify and defend each other and the officers, agents, and employees of the other party from and against any and all claims, losses, or liability, for injuries, sickness, death, or damage, arising out of any wilfull misconduct or negligent act, error or omission of either party, its agents, officers, contractors, consultants, or employees, in connection with the service required by this Agreement, provided, however, that each party's obligation to indemnify, defend, and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole wilfull misconduct or sole negligence of the other party, its agents, officers, contractors, consultants or employees, and each party's obligation to

indemnify, defend, and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or wilfull misconduct of the parties shall apply only to the extent of the negligence or wilfull misconduct of each party.

Section 6 Recording:

This Agreement shall be filed in the recording division of the Chelan County Auditor's Office pursuant to RCW 39.34.040.

Section 7 Assignment or Transfer:

It is agreed to between the Parties that this Agreement cannot be assigned, transferred nor any portion subcontracted by the County without the prior written approval of the City.

Section 8 Termination:

Either Party to this agreement may terminate it by giving thirty (30) days written notice thereof to the other party.

Section 9 Applicable Statutes:

The County, in the performance of work pursuant to this Agreement shall abide by the provisions of RCW 35.77.020, 030, and 040.

Section 10 No Release of Obligations:

No termination of this Agreement shall cause nor be deemed a release of the obligation of the City to pay the County for services rendered pursuant to this Agreement.

DATED this _____ day of May, 2020.

CITY OF CASHMERE

James Fletcher, Mayor

Attest:

Kay Jones, City Clerk

Dated: _____

Dated at Wenatchee, Washington this _____ day of _____, 2020.

**CHELAN COUNTY
BOARD OF COUNTY COMMISSIONERS**

DOUG ENGLAND, Chairman

BOB BUGERT, Commissioner

KEVIN OVERBAY, Commissioner

ATTEST: CARLYE BAITY

Clerk of the Board

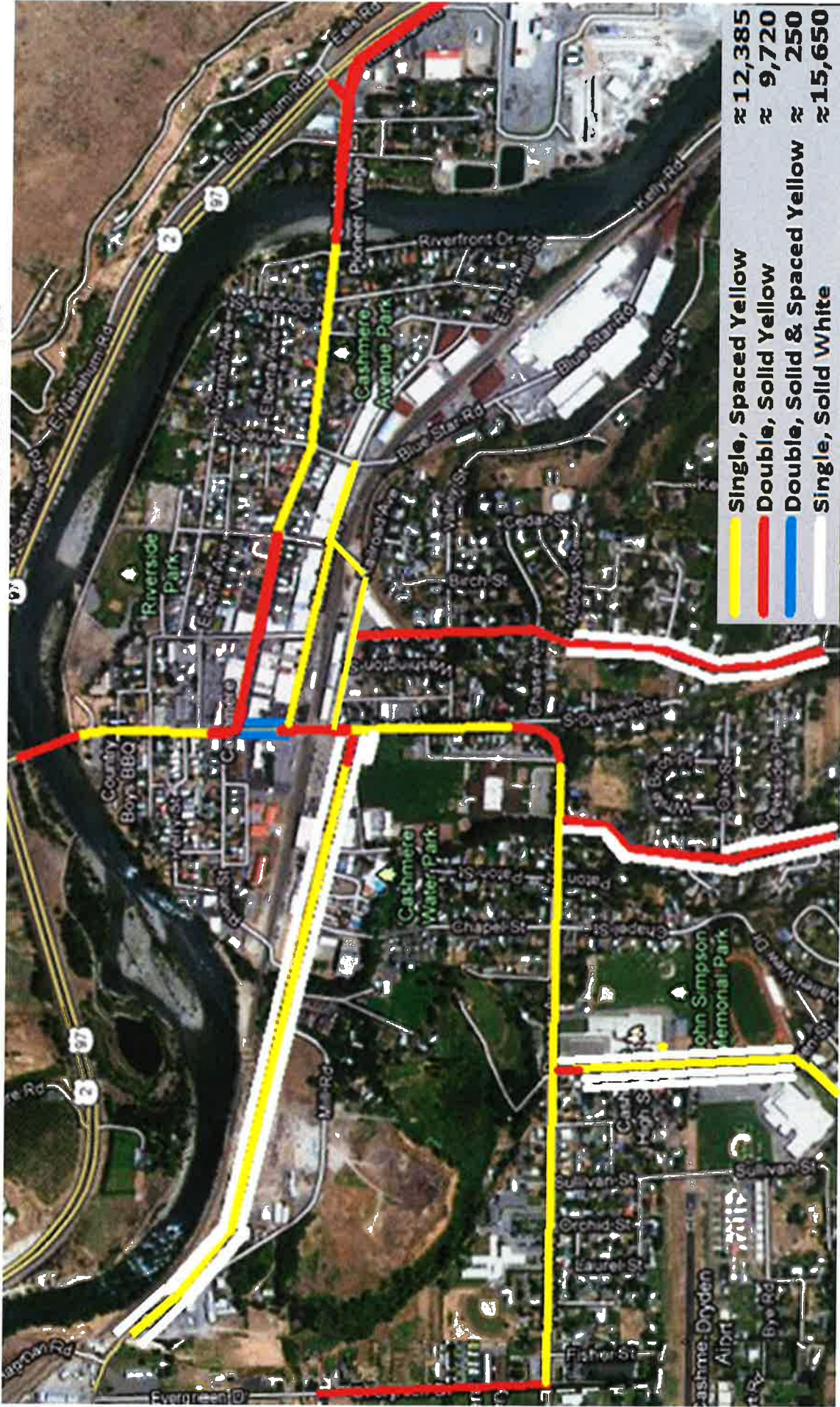
Dated: _____

APPROVED AS TO FORM

ROBERT W. SEALBY
Deputy Prosecuting Attorney

Dated: _____

Exhibit A CITY OF CASHMERE 2020 STREET STRIPING PLAN



Quantities may change based on yearly meetings beginning February 2021.

Staff Summary

Date: 5/5/2020
To: City Council
From: Steve Croci, Director of Operations
RE: Chelan Douglas Regional Port Authority Grant - Lagoons

The Chelan Douglas Regional Port Authority offered a \$20,000 grant to assist the City generate an economic development plan for the former lagoon property. The funding will be used to hire a consultant to work with the community and generate the plan by December 2020. The city will be reimbursed at the completion of the plan.

Staff Recommendation:

MOVE to find the acceptance of the grant from the Chelan Douglas Regional Port Authority as a necessary and routine business matter and approve the Interlocal Agreement with the Chelan Douglas Regional Port Authority and allow the Mayor to sign documents.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this date by and between the CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation ("Port"), and the CITY OF CASHMERE, a Washington municipal corporation (the "City"), sometimes collectively referred to as the "Parties".

RECITALS

- A. The Parties are public agencies, as defined in RCW 39.34.020(1) that wish to enter into an Agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act.
- B. The Parties desires to create an economic development plan for the former wastewater lagoons within the City of Cashmere (Exhibit A) to guide and/or determine economic opportunities at the location (the Project).
- C. The City has requested, and the Port agrees to contribute \$20,000.00 toward the City's Project, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Incorporation**. The Recitals set forth above are by this reference incorporated into this Agreement and are binding commitments and representations of the Parties.
2. **Administration**. The City shall be the lead agency and be responsible for administering the Project as set forth in Section 2.1, below.
 - 2.1. The City agrees to:
 1. Hire a consultant for the Project
 2. Collect public comment and ideas for the project site
 3. Generate and distribute an economic development plan for the project
 4. Provide public review and comment on the draft plan
 5. Complete and adopt the final economic development plan for the project site
 6. Apply for an EPA Brownsfield Integrated Planning Grant to assess contamination issues
 - 2.2. The Port shall have an opportunity to review and provide comment on a final draft of the economic development plan, "plan" prior to acceptance of the final plan by the City pursuant to the contract with the consultant; provided, however, that

the ultimate decision whether to accept the final plan as complete shall be made by the City.

3. **Payment.** The Port will pay the City up to \$20,000 toward the Project, subject to the following terms and conditions: (a) the Port's financial commitment represent the last dollars into the Project (the commitments by the City and other contributors must be expended first); and (b) within thirty (30) days of the Port's receipt of supporting documentation, satisfactory to the Port, the Port will make payment to the City. As part of the supporting documentation, the City shall provide to the Port an itemization detail of all city expenses and invoices from 3rd party vendors relating to the project. It is the intent of the Parties that the Port's contribution be used to pay actual out-of-pocket expenses incurred for the project. The Parties agree that the contribution by the Port shall not be used to pay for employees of the City or administration and oversight by the City. The Port's financial commitment is limited to \$20,000. The Port shall have no obligation for costs in excess of the financial contributions and commitments toward the Project and the City agrees to indemnify and hold the Port harmless from and against any claims in this regard. Subject to the provisions above in this paragraph, the final decision for payment to any 3rd party vendor shall be made by the City.

4. **Termination.** This Agreement shall terminate on the earlier of December 31, 2020, or upon the Port's payment to the City pursuant to Section 3, above, which payment shall not exceed \$20,000, whichever occurs first.

5. **Powers.** The Parties warrant that each holds the power, authority and/or authorization as required by applicable law to enter into this Agreement.

6. **Severability.** In the event that any provision in this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and invalidated to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision hereof shall not affect the remaining provisions.

7. **Applicable Law; Recording-Posting.** This Agreement shall be governed by the laws of the state of Washington, and the venue of any dispute under this Agreement shall be in Chelan County. The Parties agree to either record this Agreement with the Chelan County Auditor or to electronically post a copy of this Agreement on their respective websites. If recorded, the City shall be responsible for the costs to record this Agreement. Each Party shall be responsible for the costs of electronically posting this Agreement on their respective websites.

8. **No Entity Created.** The Parties agree that there is no separate organization or administrative entity created or necessitated by this Agreement. Nothing herein shall be deemed the creation of a partnership or similar entity between the Parties.

9. **Mutual Negotiation and Construction.** This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

10. **Notice.** Any notice required by this Agreement shall be sent to:

Chelan Douglas Regional Port Authority
One So. Campbell Pkwy, Suite A
East Wenatchee, WA 98802
Attn: Sarah Deenik

City of Cashmere
101 Woodring St.
Cashmere, WA 98815
Attn: Steve Croci

11. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and the Port regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be altered, amended or modified in any way unless such modification, alteration or amendment is reduced to writing, mutually agreed upon and signed by both Parties. The "effective date of this Agreement" shall be deemed to be the date of the last signature set forth below.

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year written below.

Chelan Douglas Regional Port Authority

City of Cashmere

By: _____
Jim Kuntz, CEO

By: _____
Mayor Jim Fletcher

Date: _____

Date: _____



Figure 2. Northwest parcel of Cashmere's former lagoon site (highlighted in light blue).

Staff Summary

Date: 5/5/2020
To: City Council
From: Steve Croci, Director of Operations
RE: Chelan Douglas Regional Port Authority Grant – Railroad Ave.
Property

The Chelan Douglas Regional Port Authority offered a \$15,000 grant to help design and engineer water and wastewater utility service to City owned property located on Railroad Ave.

This is a 50/50 matching grant the City will need to contribute another \$15,000 towards this activity. The funding will be used to hire an engineering firm to determine most feasible option to route utilities, survey, design and permit the project. The engineer scope of work will determine the total cost of the design project. Port funds will reimburse the City Bid ready documents should be completed by December 2020.

Staff Recommendation:

MOVE to find the acceptance of the grant from the Chelan Douglas Regional Port Authority as a necessary and routine business matter and approve the Interlocal Agreement with the Chelan Douglas Regional Port Authority and allow the Mayor to sign documents.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this date by and between the CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation (“Port”), and the CITY OF CASHMERE, a Washington municipal corporation (the “City”), sometimes collectively referred to as the “Parties”.

RECITALS

- A. The Parties are public agencies, as defined in RCW 39.34.020(1) that wish to enter into an Agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act.
- B. The Parties desires to design and engineer extension of the City’s water and wastewater utility service to the City owned industrial property on Railroad Ave. (the Project). The Project is to provide Phase 1 of an extension of the City’s Water and Wastewater utilities to industrial property the City owns on Railroad Ave. in Cashmere. This will provide future industrial sites for business development.
- C. The City has requested, and the Port agrees to contribute \$15,000.00 toward the City’s utility extension project, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Incorporation**. The Recitals set forth above are by this reference incorporated into this Agreement and are binding commitments and representations of the Parties.
2. **Administration**. The City shall be the lead agency and be responsible for administering the Project as set forth in Section 2.1, below.
 - 2.1. The Parties agree the City of Cashmere will design and engineer the extension of the City’s water and wastewater utility to the city owned Railroad Ave. property.
3. **Payment**. The Port will pay the City up to \$15,000 toward the Project, subject to the following terms and conditions: (a) the Port’s financial commitment represent the last dollars into the Project (the commitments by the City and other contributors must be expended first); and (b) within thirty (30) days of the Port’s receipt of supporting documentation, satisfactory to the Port, the Port will make payment to the City. As part of the supporting documentation, the City shall provide to the Port an itemization detail of all city expenses and invoices from 3rd party vendors relating to the project. It is the intent of the Parties that the Port’s contribution be used to pay actual out-of-pocket expenses

incurred for the project. The Parties agree that the contribution by the Port shall not be used to pay for employees of the City or administration and oversight by the City. The Port's financial commitment is limited to \$15,000. The Port shall have no obligation for costs in excess of the financial contributions and commitments toward the Project and the City agrees to indemnify and hold the Port harmless from and against any claims in this regard. Subject to the provisions above in this paragraph, the final decision for payment to any 3rd party vendor shall be made by the City.

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IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year written below.

Chelan Douglas Regional Port Authority

City of Cashmere

By: _____
Jim Kuntz, CEO

By: _____
Mayor Jim Fletcher

Date: _____

Date: _____