

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into as of the Effective 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 desire 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 will pay the City up to \$15,000.00 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 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.
 - 2.2. This Agreement shall be administered by the Mayor of the City or their designee on behalf of the City and by the CEO of the Port or their designee on behalf of the Port.
3. **Payment.** The Port will pay up to \$15,000 toward the City's Project, subject to the following terms and conditions: (a) The Port's financial commitment represent a commitment to pay one-half of the City's third party consulting services invoices for the

Project, up to a total of \$15,000 (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.

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 \$15,000, 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

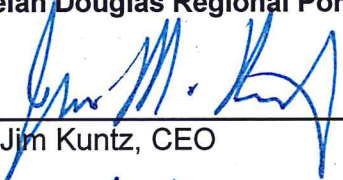
City of Cashmere
101 Woodring St.
Cashmere, WA 98815
Attn: Jim Fletcher

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: 5-18-2020

Date: May 11, 2020