INTERLOCAL AGREEMENT

THIS AGREEMENT is made between the City of Wenatchee, a municipal corporation of the State of Washington ("City") and Link Transit, Metropolitan Planning Organization (MPO), Douglas County, Port of Chelan County, Port of Douglas County, Chelan County, City of East Wenatchee, and Public Utility District No. 1 of Chelan County ("Participating Entities").

RECEPTS:

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

B. The Wenatchee Reclamation District ("WRD") owns a bridge that crosses the Columbia River between Chelan County and Douglas County ("Bridge"). The Bridge supports WRD’s irrigation pipeline that carries irrigation water to Douglas County. WRD employees use the Bridge to access the irrigation pipeline for operation, maintenance and repair.

C. The City, by virtue of a September 13, 1984 License Agreement ("License Agreement") utilizes the Bridge for pedestrian and bicycle traffic. Additionally, by virtue of an October 4, 1995 supplement to the License Agreement, the City operates a lighting system on the Bridge.

D. Nicholls Engineering recently performed a Preliminary Structural Analysis of the Bridge ("Preliminary Study"). The Preliminary Study recommended placement of load restrictions on the Bridge. The Preliminary Study further recommended further inspection and analysis of the Bridge.

E. In compliance with RCW 39.80, WRD, with the assistance of the City and a consulting engineer, RH2 Engineering, Inc., requested engineering proposals to further evaluate the Bridge and to obtain engineering recommendations regarding the steps appropriate to assure that the Bridge meets all requirements to continue to be utilized by WRD for its purposes and the City for its purposes. WRD and the City, with the assistance of RH2 Engineering, Inc. evaluated all proposals submitted and selected HDR Engineering, Inc. ("HDR") as the engineering firm best suited to accomplish the needed task.
F. HDR has submitted a Scope of Work and Budget. An Agreement for Engineering Services that incorporates HDR’s Scope of Work and Budget has been prepared. The City and the Participating Entities have each reviewed both the Scope of Work and Budget and the Agreement for Engineering Services.

G. The City has entered into an Interlocal Agreement with WRD to have HDR perform the structural engineering analysis of the Bridge whereby the WRD will pay up to $56,000 toward the cost of the study and the City of Wenatchee will pay up to $100,000 toward the cost of the study.

H. The Participating Entities each enjoy the benefits of a safe and functioning WRD pipeline bridge and desire to pay their fair share of the cost of the structural engineering study.

I. Through this Interlocal Agreement, the City and the Participating Entities desire to proceed with having HDR perform the Structural Engineering Analysis and to fairly allocate the City’s portion of the cost between them.

AGREEMENT:

In consideration of the terms that this Interlocal Agreement contains, the City and the Participating Entities agree as follows:

1. **Term.** This Agreement shall be deemed effective on recording with the Chelan County Auditor. It shall terminate upon completion of HDR’s structural engineering analysis.

2. **Ownership of Engineering Study.** WRD shall have ownership of the HDR Engineering Study. The City and the Participating Entities shall be entitled to a copy of the HDR Engineering Study.

3. **Administration of Agreement.** Steve King, the City Public Works Director - Engineering, shall administer this Agreement. The designated representative of each Participating Entity shall be responsible to report to his respective governing body.

4. **Purpose.** The purpose of this Interlocal Agreement is to accomplish the structural engineering analysis of the Bridge and to fairly allocate the City’s cost between it and the Participating Entities. This Agreement does not extend to implement the HDR recommendations.

5. **Payment for Engineering Study.** HDR has estimated a cost of $156,000 for the study. WRD will contribute up to $56,000. Any funding support received by the private utilities using the Bridge, namely Verizon and Cascade Natural Gas, shall be used to reduce WRD’s share. The City will contribute $100,000 to the cost of the study. Any
funding support received from governmental entities will be used to reduce the City’s share. The Participating Entities agree to share in the City’s portion of the cost in the following amounts:

<table>
<thead>
<tr>
<th>Entity</th>
<th>Maximum Contribution</th>
<th>Proportionate Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Link Transit</td>
<td>$15,000</td>
<td>15%</td>
</tr>
<tr>
<td>Metropolitan Planning Organization (MPO)</td>
<td>$25,000</td>
<td>25%</td>
</tr>
<tr>
<td>Douglas County</td>
<td>$10,000</td>
<td>10%</td>
</tr>
<tr>
<td>Port of Chelan County</td>
<td>$10,000</td>
<td>10%</td>
</tr>
<tr>
<td>Port of Douglas County</td>
<td>$5,000</td>
<td>5%</td>
</tr>
<tr>
<td>Chelan County</td>
<td>$10,000</td>
<td>10%</td>
</tr>
<tr>
<td>City of East Wenatchee</td>
<td>$5,000</td>
<td>5%</td>
</tr>
<tr>
<td>Chelan County PUD</td>
<td>$10,000</td>
<td>10%</td>
</tr>
<tr>
<td>City of Wenatchee</td>
<td>$10,000</td>
<td>10%</td>
</tr>
</tbody>
</table>

The cost sharing limitations set forth above shall not be exceeded without the written authorization of the City and the Participating Entities. The City will invoice each Participating Entity within 30 days of making a payment to WRD for its share of the HDR progress billings. Each Participating Entity agrees to pay its proportionate share within 30 days of invoice. Payments not made within 30 days of invoice shall accrue interest at the rate of 12% per annum.

6. **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.

7. **Applicable Law.** The law of the State of Washington shall govern this Agreement and all questions relating to it.

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

9. **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. Signature pages may be compiled into one document for purposes of efficient recording of the Agreement.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the City and the Participating Entities relating to the engineering study to be performed by HDR. Any modification of the Agreement or additional obligation assumed by the City or the Participating Entities in connection with the Agreement shall be binding only if evidenced in writing and signed by both the City and the Participating Entities.

CITY OF WENATCHEE

[Signature]

By: Denni Johnson, Mayor

[Signature]

STATE OF WASHINGTON )
 ) ss.
County of Chelan )

I certify that I know or have satisfactory evidence that Dennis Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Wenatchee, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 22 day of May, 2008.

[Vicki Reister]

(signature)

Vicki Reister

(printed or typed name)

NOTARY PUBLIC, State of Washington
My Commission Expires 06-05-08

INTERLOCAL AGREEMENT
Page 4 of 12
LINK TRANSIT

By: Richard Derock

RICHARD DEROCK, General Manager

STATE OF WASHINGTON )
) ss.
County of Chelan )

I certify that I know or have satisfactory evidence that Richard Derock is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of Link Transit to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 28th day of May, 2008.

Maria Alexandra Hansen
(signature)
Maria Alexandra Hansen
(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires March 4, 2011
METROPOLITAN PLANNING ORGANIZATION

By: JEFF WILKENS
Executive Director

STATE OF WASHINGTON )
) ss.
County of Chelan )

I certify that I know or have satisfactory evidence that Jeff Wilkens is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the Metropolitan Planning Organization to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 27th day of May, 2008.

Kathy A. Bruno
Commissioner

(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires August 9, 2008
DOUGLAS COUNTY

By: Ken Stanton, Commissioner

By: DANÉ KEANE, Commissioner

ABSENT

By: Mary Hunt, Commissioner

STATE OF WASHINGTON )
) ss.
County of Douglas )

I certify that I know or have satisfactory evidence that Mary Hunt, Dane Keane, and Ken Stanton are the persons who appeared before me, and they acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Commissioners of Douglas County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 20 day of Mary, 2008.

(Dayna Prewitt)

(signature)

(Printed or typed name)

NOTARY PUBLIC, State of Washington
My Commission Expires 01 31 2011

INTERLOCAL AGREEMENT
Page 7 of 12
PORT OF CHELAN COUNTY

By:  
MARK URDAHL,  
Executive Director

STATE OF WASHINGTON }  
) ss.  
County of Chelan )

I certify that I know or have satisfactory evidence that Mark Urdahl is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the Port of Chelan County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 7 day of May, 2008.

Dayle L. Rushing  
(printed or typed name)  
NOTARY PUBLIC, State of Washington  
My Commission Expires 3-3-09

INTERLOCAL AGREEMENT  
Page 8 of 12
PORT OF DOUGLAS COUNTY

By: [Signature]

PAT HALEY, Executive Director

STATE OF WASHINGTON
County of Chelan

I certify that I know or have satisfactory evidence that Pat Haley is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the Port of Douglas County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 16 day of MAY 2008.

Douglas A. Provo

NOTARY PUBLIC, State of Washington
My Commission Expires Feb 13, 2011
CHelan county

By: Buell Hawkins

BUELL HAWKINS, Chairman

By: Ron Walter

RON WALTER, Commissioner

By: Keith Goehner

KEITH GOEHNER, Commissioner

State of Washington )

) ss.

County of Chelan )

I certify that I know or have satisfactory evidence that Ron Walter, Buell Hawkins, and Keith Goehner are the persons who appeared before me, and they acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Commissioners of Chelan County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 5th day of May, 2008.

JANET K. MERZ

(signature)

NOTARY PUBLIC, State of Washington

My Commission Expires 8/1/2011
CITY OF EAST WENATCHEE

By: [Signature]

STEVE LACY, Mayor

STATE OF WASHINGTON )
) ss.
County of Chelan )

I certify that I know or have satisfactory evidence that Steve Lacy is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of East Wenatchee to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 13th day of May, 2008.

[Signature]
Dana M Barnard
(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires 5/21/10
STATE OF WASHINGTON  
County of Chelan  

I certify that I know or have satisfactory evidence that Rich Riauzzi is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of Chelan County PUD No. 1 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 21st day of May 2008.

[Signature]
Shelia A. Salmon
(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires 7-20-2009