Return Address:  

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

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of the warranty contained in the document itself.

<table>
<thead>
<tr>
<th>Document Title:</th>
<th>INTERLOCAL AGREEMENT</th>
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<tbody>
<tr>
<td>Grantor(s):</td>
<td>CHELAN COUNTY PUD #1</td>
</tr>
<tr>
<td>Grantee(s):</td>
<td>CHELAN COUNTY</td>
</tr>
<tr>
<td>Legal Description:</td>
<td>N/A</td>
</tr>
<tr>
<td>Assessor’s Tax Parcel ID:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Filed with the Auditor pursuant to RCW 39.34.040

INTERLOCAL AGREEMENT
for the Chelan County Addressing Project
INTERLOCAL AGREEMENT FOR THE CHELAN COUNTY ADDRESSING PROJECT

This agreement is entered into between Chelan County ("County") and Public Utility District No. 1 of Chelan County ("PUD") pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

1. EFFECTIVE DATE; DURATION.

This agreement will take effect on the date when the agreement has been executed by both parties. This agreement will expire on December 31, 2008, unless terminated or extended as set forth in paragraphs 5 or 8.

2. ADMINISTRATION; WORK PRODUCT; PROPERTY AND EQUIPMENT

This agreement will be administered by the County. Upon termination of this agreement, each party to this agreement shall have access to any work product generated under the agreement. Upon termination of this agreement, all property purchased by the County in furtherance of this agreement shall remain property of the County and all property purchased by the PUD shall remain property of the PUD. All property shall be returned to its owner upon termination of this agreement.

3. PURPOSE; SCOPE OF WORK

The purpose of this agreement is to provide for cooperation and participation of the County and the PUD in the Chelan County Addressing Project ("project"). The County shall undertake and complete the following tasks: to develop and implement an improved system of assigning and managing address locations within the County, utilizing GIS as the system foundation, and making the address information accessible to users of the data, including Chelan County PUD and RiverCom.

4. FINANCING THE PROJECT

The County will pay for the costs of the project, except that by agreement the PUD and additional public agencies may contribute toward payment of the project costs. Therefore and in recognition of the benefits to the PUD, the PUD agrees to pay to the County a lump sum of Ten Thousand Dollars ($10,000.00) no later than July 10, 2008, to assist in financing the development, implementation and satisfactory completion of the addressing project.
5. **TERMINATION**

Either party may terminate this agreement by service of advance written notice to the other party's designated representative, either personally or by certified first class U.S. mail. Notice shall specify an effective date of termination not less than thirty (30) days from the date of personal delivery, or if by mail, from the date the notice is postmarked. This agreement may also be terminated at any time in a writing properly executed by both parties.

The parties' designated representatives are as follows:

Greg Pezoldt, Director  
Chelan County Public Works Department  
316 Washington Street, Suite 402  
Wenatchee, Washington 98801  
(509)667-6415  

Ray Hahne, Asset Mgmt System Dept Mgr  
Chelan County Public Utility District No. 1  
327 N. Wenatchee Ave.  
Wenatchee, Washington 98801  
(509)661-4278

6. **AGREEMENTS WITH OTHER PUBLIC AGENCIES**

Additional agreements between the County and other public agencies may be useful and/or necessary to achieve the purpose and the scope of work of this agreement. The PUD agrees that the County may participate in additional agreements with other public agencies to accomplish the project. The PUD further agrees that additional public agencies may also contribute toward the cost of development and implementation of the project and may have access to the work product.

7. **INDEPENDENT CONTRACTOR**

The services provided under this agreement are those of an independent contractor. Employees or consultants of the County are and will remain employees or consultants of the County. Employees or consultants of the PUD are and will remain employees or consultants of the PUD.

8. **LEGAL RELATIONS; INDEMNIFICATION**

The County shall indemnify, defend, and hold harmless the PUD from and against claims, suits, and/or other actions arising from negligent or intentional act or omission of County employees, agents, and/or authorized subcontractors while performing this agreement. The PUD shall indemnify, defend, and hold harmless the County from and against claims, suits, and/or other actions arising from negligent or intentional act or omission of PUD employees, agents, and/or authorized subcontractors while performing this agreement.
9. AMENDMENT

The County and the PUD may mutually amend this agreement. Such amendments shall not be binding unless the amendments are in a writing properly executed by both parties.

10. GOVERNING LAW; VENUE

This agreement will be governed by the laws of the state of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for enforcement of this agreement may only be instituted in Chelan County Superior Court.

11. INTEGRATION CLAUSE

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this agreement. This agreement supersedes all previous communications, representations or agreements either oral or written, between the parties.

12. EXECUTION

This agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. FILING

After adoption by the parties, Chelan County shall either file this agreement with the Chelan County Auditor’s Office or, alternatively, list it by subject on Chelan County’s web site.

Each of the undersigned parties represents to the other that it has the power and authority to enter into this agreement and it has approved the execution and performance of this agreement as required by law.

Dated this 1st day of July 2008.

PUBLIC UTILITY DISTRICT NO. 1
OF CHELAN COUNTY

By: [Signature]
Title: [Title]

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CHELAN COUNTY

By: ____________________________
Title: Chelan County Public Works Director

BOARD OF COUNTY COMMISSIONERS

BUELL HAWKINS, Chairman

RON WALTER, Commissioner

KEITH W. GOEHNER, Commissioner

ATTEST: JANET K. MERZ

Clerk of the Board

Dated: 7/1/08

APPROVED AS TO FORM

LOUIS N. CHERNAK
Deputy Prosecuting Attorney

Date: 6/25/2008

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