

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into this date by and between the PORT OF CHELAN COUNTY, a Washington municipal corporation (“Port”), and the CITY OF LEAVENWORTH, 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 pursue an objective feasibility and investment analysis for a public parking in or near the City of Leavenworth, Chelan County (the “Project”). The Project represents a commitment of resources toward enhancing the vitality of the area, expansion of economic and employment opportunities, and promotion of tourism, together with increased local revenues.
- C. The City has requested and the Port agrees to contribute \$30,000.00 toward the feasibility and investment analysis, 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; Consultant Selection**. The City shall be the lead agency and be responsible for administering the Project and selection of a consultant to complete the scope of work approved as set forth in Section 2.1, below.

2.1. The Parties agree to create a Review Committee (the “Committee”) which will include up to two (2) individuals appointed by the Port. The Port and the City may also jointly appoint other individuals to the Committee who have no affiliation with either the Port or the City. The Port and City may provide staff to support the Committee’s process (the staff will be non-voting).

2.2. The City has followed its consultant selection process and desires to hire **Rick Williams Consulting** as the consultant for the Project. The Committee shall meet with the **Rick Williams Consulting** representative, make recommendations and otherwise assist the City in developing the scope of work to be incorporated into the contract between the consultant and the City. The ultimate decision regarding the scope of work to be included in said contract, and the terms of the contract, shall be made by the City.

2.3. It is anticipated that there will be a draft or interim report prepared by the consultant, which shall be provided to the Committee members. The Committee members shall timely discuss a comprehensive list of comments to the consultant in response to the draft report. The Committee agrees to meet or discuss the progress of the Project at any time upon the request of either Party. All written communications between the City and the selected consultant shall be available to the Port upon request. The Port shall have an opportunity to review and provide comment on a final draft of the report prior to acceptance of the final report by the City pursuant to the contract with the consultant; provided, however, that the ultimate decision whether to accept the final report as complete shall be made by the City.

3. **Payment.** The Port will pay the City up to \$30,000 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 (including a copy of the feasibility and investment analysis prepared by the consultant approved by the Parties), the Port will make payment to the City. As part of the supporting documentation, the City shall provide to the Port an itemization of consultant time and invoices relating to the analysis. It is the intent of the Parties that the Port's contribution be used to pay actual out-of-pocket expenses incurred with the consultant retained by the City to prepare the feasibility and investment study. 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 \$30,000. 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 the consultant shall be made by the City.

4. **Rights in Final Report.** The City shall own the final report, provided, however that the Port shall have an irrevocable license and right to use the final report and the information contained therein prepared by the selected consultant without restriction or charge.

5. **Termination.** This Agreement shall terminate on the earlier of May 31, 2018, or upon the Port's payment to the City pursuant to Section 3, above, which payment shall not exceed \$30,000, whichever occurs first.

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

7. **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.

8. **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.

9. **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.

10. **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.

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

Port of Chelan County  
238 Olds Station Road, Suite A  
Wenatchee, WA 98801  
Attn: Laura Jaecks

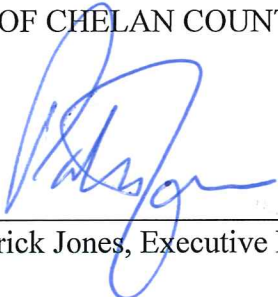
City of Leavenworth  
PO Box 287  
Leavenworth, WA 98826  
Attn: Joel Walinski

12. **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.

PORT OF CHELAN COUNTY

CITY OF LEAVENWORTH

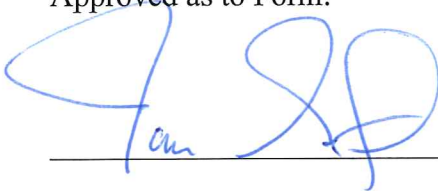
By:   
Patrick Jones, Executive Director

By:   
Mayor Cheryl K. Farivar

Dated: June 30, 2017

Date: June 27, 2017

Approved as to Form:

  
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Thom Graafstra, City Attorney