

INTERLOCAL AGREEMENT

THIS AGREEMENT is made between **Chelan-Douglas Transportation Council (CDTC)** and **City of Wenatchee** for the purpose of sharing costs to conduct Transportation Planning Activities.

RECITALS

- A)** The Interlocal Cooperation Act, RCW 39.34, authorizes public agencies to enter into agreements with one another for cooperative action. CDTC and City of Wenatchee, as Participating Entities, qualify as public agencies for purposes of RCW 39.34.
- B)** CDTC and City of Wenatchee desire to work together on the following described project for the benefit of the region. CDTC is serving as the lead agency to conduct transportation planning that will result in a Regional Pathways Master Plan for constructing multi-use transportation paths to connect the communities of Cashmere, Malaga, Rock Island and Leavenworth to each other and to the Apple Capital Loop Trail in the Wenatchee-East Wenatchee urban area and connecting the communities of Chelan and Manson.
- C)** CDTC will administer all Agreements with the contracted Consultants.
- D)** The total cost of the transportation planning activities is estimated to be not less than \$1,140,000.
- E)** The total amount of funding to be contributed by City of Wenatchee for the transportation planning activities as described in [B] above, shall be \$10,000.

AGREEMENT

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

- 1) Term.** This Agreement shall be deemed effective upon the stamp of a Notary Public and recording with the respective County Auditor and/or placed on one or both Participating Entity websites. It shall terminate upon completion of the transportation planning activities described in [B] above.
- 2) Administration of Agreement.** Jeff Wilkens, CDTC Executive Director, shall administer this Agreement. The designated representative of each Participating Entity shall be responsible for reporting to their respective governing body.
- 3) Purpose.** The purpose of this Agreement is to accomplish transportation planning activities that will result in a Regional Pathways Master Plan for constructing multi-use transportation paths to connect the communities of Cashmere, Malaga, Rock Island and Leavenworth to each other and to the Apple Capital Loop Trail in the Wenatchee-East Wenatchee urban area, and, connecting the communities of Chelan and Manson.

4) Payment. The funding contribution set forth above for City of Wenatchee shall not be exceeded without the written authorization of City of Wenatchee to supplement this Agreement. CDTC will invoice City during the month of January, 2024. City of Wenatchee agrees to pay its established share within 30 days of invoice. Payment(s) not made within 30 days of invoice shall accrue interest at the rate of 12% per annum.

5) Authority. Each person signing this Agreement has the full authority to execute this Agreement and to bind the party on behalf of which they signed.

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


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

8) 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.

9) Entire Agreement. This Agreement constitutes the entire agreement between CDTC and City of Wenatchee relating to the transportation planning activities. Any modification of the Agreement or additional obligation assumed by CDTC or City of Wenatchee in connection with the Agreement shall be binding only if evidenced in writing and signed by both CDTC and City of Wenatchee.



Date 11/28/2023
Jeff Wilkens
Executive Director
Chelan-Douglas Transportation Council



Date 11/28/23
Laura Gloria
City Administrator
City of Wenatchee, Washington

NOTARY PUBLIC

(City of Wenatchee)

STATE OF WASHINGTON

County of Chelan

On this 28th day of November, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Laura Gloria and _____ to me known to be the Interlocal Agreement and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Melonye Quitariano

Notary Signature

Melonye Quitariano

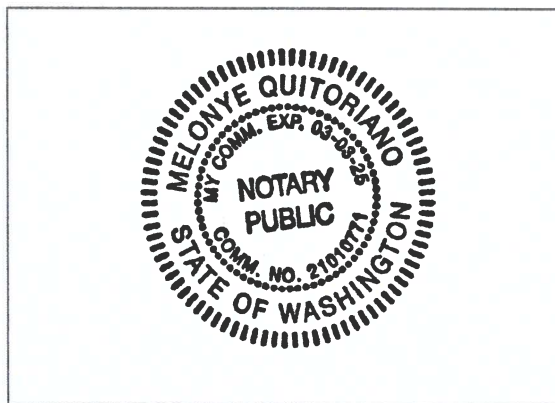
Notary's Printed Name

Notary Public in and for the State of Washington,

Residing at: Douglas County

My commission expires: 03-03-2025

NOTARY SEAL



NOTARY PUBLIC

(Chelan-Douglas Transportation Council)

STATE OF WASHINGTON

County of Chelan

On this 28 day of November, 2023 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeff Wilkens and N/A to me known to be the Interlocal Agreement and acknowledged that Jeff Wilkens signed the same as Jeff Wilkens free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

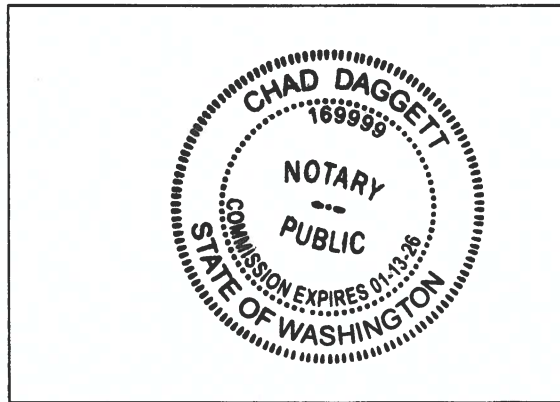
Chad Daggett

Notary Signature

NOTARY SEAL

Chad Daggett

Print Notary's Name



Notary Public in and for the State of Washington,

Residing at: Douglas County

My commission expires: 01/13/2026