

INTERLOCAL AGREEMENT

THIS AGREEMENT is made between **Chelan-Douglas Transportation Council (CDTC)** and the **City of East Wenatchee** for the purpose of sharing costs to conduct a transportation planning study.

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 East Wenatchee qualify as public agencies for purposes of RCW 39.34.

B. CDTC and City of East 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 a transportation planning study to evaluate alternatives and recommend one or more bicycle and pedestrian corridors and related facilities connecting South Wenatchee residential neighborhoods to the planned non-motorized bridge over the Burlington Northern Railway railroad tracks to the Apple Capital Loop Trail in the vicinity of Bridge Street. The City of East Wenatchee and CDTC desire to supplement the consultant contract with an additional Task 5 to evaluate alternatives and develop planning-level cost estimates for the location, type, form, and architecture of a bicycle and pedestrian bridge over SR 28 connecting the Apple Capital Loop Trail to the City of East Wenatchee's Road network between 9th St NE and Valley Mall Pkwy.

C. CDTC will administer the agreement through a supplement to a preexisting contract with TranspoGroup.

D. The total cost of the transportation planning study is estimated to not exceed \$62,604.

E. The total amount of funding to be contributed by City of East Wenatchee for the Task 5 Supplement, as described in B. above, will not exceed \$12,604.

F. Through this Interlocal Agreement, CDTC and City of East Wenatchee desire to proceed with the transportation planning study and to fairly allocate the cost between them.

AGREEMENT:

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

1. Term. This Agreement shall be deemed effective on recording with the Douglas County Auditor. It shall terminate upon completion of the transportation planning study.

2. Administration of Agreement. Jeff Wilkens, CDTC Executive Director, shall administer this Agreement. The designated representative of each Participating Entity shall be responsible to report to their respective governing body.

4. Purpose. The purpose of this Interlocal Agreement is to accomplish a transportation planning study and develop cost estimates for up to two bicycle and pedestrian bridge crossings concept

alternatives over SR 28 connecting the Apple Capital Loop Trail to the City's road network between 9th St NE and Valley Mall Pkwy.

5. Payment for Transportation Planning Study. The estimated cost for the transportation planning study is \$62,604 CDTC currently has a consultant under contract to perform the work by supplement to an existing transportation study. CDTC and City of East Wenatchee agree to share in the total cost in the following amounts:

Entity Maximum Contribution

- CDTC – approximately 80% of total project cost, not to exceed \$50,000
- City of East Wenatchee – approximately 20% of total project cost, not to exceed \$12,604

The cost sharing limitations set forth above for City of East Wenatchee shall not be exceeded without the written authorization of City of East Wenatchee. CDTC will invoice City of East Wenatchee within 30 days of making a final payment to the contracted consultant upon completion of work. City of East Wenatchee agrees to pay its established share within 30 days of invoice receipt. Payment(s) 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 Douglas 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 CDTC and City of East Wenatchee relating to the transportation planning study. Any modification of the Agreement or additional obligation assumed by CDTC or City of East Wenatchee in connection with the Agreement shall be binding only if evidenced in writing and signed by both CDTC and City of East Wenatchee.



Jeff Wilkens
Executive Director
Chelan-Douglas Transportation Council

1/10/2022
Date



Jerrilea Crawford
Mayor
City of East Wenatchee

12/7/2021
Date

NOTARY INFORMATION:

STATE OF WASHINGTON

County of Douglas

On this 7th day of December, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jerrilea Crawford, Mayor and none 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.

Maria E. Holman

Notary Signature

Maria E. Holman

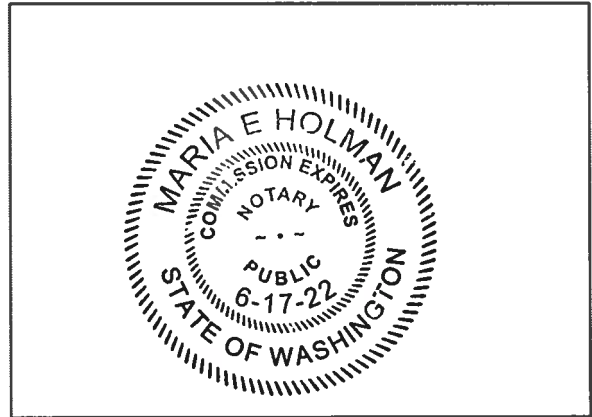
Print Notary's Name

Notary Public in and for the State of Washington,

Residing at: Wenatchee

My commission expires: 6/17/2022

NOTARY SEAL



NOTARY INFORMATION:

STATE OF WASHINGTON

County of Douglas

On this 10th day of January 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeff Wilkens and none to me known to be the Interlocal Agreement and acknowledged that he signed the same as his 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

CHAD DAGGETT

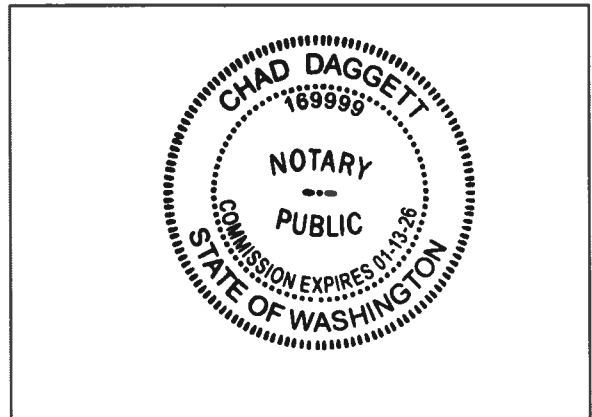
Print Notary's Name

Notary Public in and for the State of Washington,

Residing at: East Wenatchee

My commission expires: 01-13-2026

NOTARY SEAL



INTERLOCAL AGREEMENT

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

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 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 will serve as the lead agency to conduct a transportation planning study to evaluate alternatives and recommend one or more bicycle and pedestrian corridors and related facilities connecting South Wenatchee residential neighborhoods to the planned non-motorized bridge over the Burlington Northern Railway railroad tracks in the vicinity of Bridge Street. The transportation planning study will develop preliminary cost estimates for all recommended improvements.

C. The transportation planning study is estimated to not exceed \$50,000.

D. Through this Interlocal Agreement, CDTC and City of Wenatchee desire to proceed with the transportation planning study and to fairly allocate the cost between them.

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 on recording with the Chelan County Auditor. It shall terminate upon completion of the transportation planning study.

2. Administration of Agreement. Jeff Wilkens, CDTC Executive Director, shall administer this Agreement. The designated representative of each Participating Entity shall be responsible to report to their respective governing body.

4. Purpose. The purpose of this Interlocal Agreement is to accomplish a transportation planning study and develop cost estimates for one or more non-motorized transportation corridors and/or facilities connecting South Wenatchee residential neighborhoods to the Apple Capital Loop Trail.

5. Payment for Transportation Planning Study. The estimated cost for the transportation planning study is \$50,000. CDTC will retain a consultant to perform the study. CDTC and City of Wenatchee agrees to share in the total cost in the following amounts:

Entity Maximum Contribution

- CDTC – 80% of total project cost, not to exceed \$40,000
- City of Wenatchee – 20% of total project cost, not to exceed \$10,000

The cost sharing limitations set forth above for City of Wenatchee shall not be exceeded without the written authorization of City of Wenatchee. CDTC will invoice City of Wenatchee within 30 days of making a final payment to the contracted consultant upon completion of work. 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.

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.

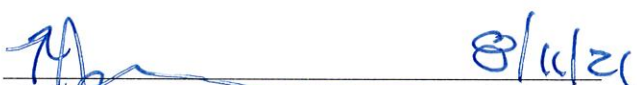
8. Venue. Venue of any action arising out of this Agreement shall be exclusively in a court of competent jurisdiction in Chelan County, Washington.

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 CDTC and City of Wenatchee relating to the transportation planning study. 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.



Jeff Wilkens
Executive Director
Chelan-Douglas Transportation Council
Date 8/11/2021



Rob Jammerman
Public Works Director
City of Wenatchee
Date 8/11/2021

NOTARY INFORMATION:

STATE OF WASHINGTON

County of Chelan

On this 11th day of August, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeffrey Wilkens and N/A to me known to be the Interlocal Agreement and acknowledged that Jeffrey Wilkens signed the same as Jeffrey 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.

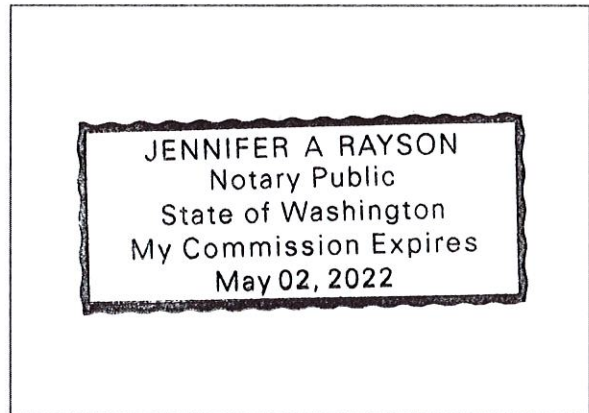
Jennifer A Rayson
Notary Signature

Jennifer A Rayson
Print Notary's Name

Notary Public in and for the State of Washington,
Residing at: Douglas Co.

My commission expires: May 02, 2022

NOTARY SEAL



NOTARY INFORMATION:

STATE OF WASHINGTON

County of Chelan

On this 11th day of August, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Jammerman and N/A to me known to be the Interlocal Agreement and acknowledged that Robert Jammerman signed the same as Robert Jammerman 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.

Jennifer A Rayson

Notary Signature

Jennifer A Rayson

Print Notary's Name

Notary Public in and for the State of Washington,

Residing at: Douglas Co.

My commission expires: May 02, 2022

NOTARY SEAL

