

Chelan Douglas Regional Port Authority
One Campbell Parkway, Suite A
East Wenatchee, WA 98802

**INTERLOCAL AGREEMENT FOR THE FUNDING OF A
REGIONAL SPORTS COMPLEX FEASIBILITY STUDY**

This Interlocal Agreement (“Agreement”) is entered into this 6th day of April, 2023, by and between the CITY OF WENATCHEE, a municipal corporation of the State of Washington (“Wenatchee”), CITY OF EAST WENATCHEE, a municipal corporation of the State of Washington (“East Wenatchee”), the GREATER WENATCHEE*PUBLIC FACILITIES DISTRICT, a municipal corporation of the State of Washington (the “PFD”), CHELAN COUNTY, a municipal corporation of the State of Washington, DOUGLAS COUNTY, a municipal corporation of the State of Washington, and the CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a not-for-profit corporation organized under the laws of the State of Washington (the “CDRPA”) (known individually as Party or collectively as Participating Entities) for the purposes sharing costs to conduct a feasibility study for the Regional Sports Complex.

* Regional Events Center

RECITALS

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

WHEREAS, the Participating Entities desire to work together on the following described project for the benefit of the region. CDRPA is serving as the lead agency to conduct a feasibility study to evaluate the suitability of a regional sports complex. Each of the Participating Entities desire to contribute funding toward to cost of the feasibility study; and

WHEREAS, the Participating Entities desire to have the CDRPA perform certain administrative functions on their behalf to achieve cost efficiencies and economies of scale; and

WHEREAS, the CDRPA will administer the Agreement by entering into a contract with a consultant to perform the feasibility study as detailed herein this Agreement; and

WHEREAS, the total combined amount of funding to be contributed to the feasibility study by the Participating Entities is \$300,000.00, with individual shares itemized herein this Agreement; and

WHEREAS, through this Agreement, the Participating Entities desire to proceed with the Regional Sports Complex feasibility study and to fairly allocate the cost between them; and

WHEREAS, for the mutual benefit of the Participating Entities and to conserve public funds, it is convenient and economical for the Participating Entities to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms that this Agreement contains, the Participating Entities agree as follows:

1. Term. This Agreement shall become effective upon the full execution by the Participating Entities and recording with the Chelan County and Douglas County Auditors; or, alternatively, the posting of this Agreement to each Party's website. It shall terminate upon completion of the feasibility study, or no later than June 30, 2024.

2. Administration of Agreement.

2.1. No separate legal or administrative entity is created by this Agreement.

2.2. Jim Kuntz, CDRPA CEO, or his designee, shall administer this Agreement. The authorized representative of each Participating Entity designated in Section 2.3 below shall be responsible to report to their respective governing body.

2.3. The following shall be the Participating Entities' authorized representatives and contact persons for administration of this Agreement and any notices required by this Agreement shall be provided to:

CITY OF WENATCHEE Attn: Mayor 31 Yakima Street Wenatchee, WA 98801	CITY OF E. WENATCHEE Attn: Mayor 271 9 th Street NE East Wenatchee, WA 98802	GWREC PFD Board Attn: President 1300 Walla Walla Ave Wenatchee, WA 98801
CHELAN COUNTY Attn: Commissioners 401 Washington St., Wenatchee, WA 98801	DOUGLAS COUNTY Attn: Commissioners 203 S. Rainier Street Waterville, WA 98858	CDRPA Attn: CEO 1 Campbell Parkway, Ste A East Wenatchee, WA 98802

3. Purpose. The purpose of this Agreement is to facilitate a multi-phase study to evaluate the feasibility of a constructing a multisport complex in the region, and to fairly allocate the costs between the Participating Entities. This Agreement does not extend to the implementation of the feasibility study.

4. Payment for Feasibility Study.

4.1. The Participating Entities have authorized the CDRPA to seek qualifications and delegated a subcommittee to assist in the consultant selection process. The CDRPA has estimated a cost of \$300,000.00 for the study. The Participating Entities agree to share a portion of the costs in the following amounts:

Participating Entity	Max. Contribution
Greater Wenatchee PFD ^{Regional Events Center}	\$100,000
Chelan County	\$ 50,000
Douglas County	\$ 50,000
City of Wenatchee	\$ 40,000
City of East Wenatchee	\$ 30,000
CDRPA	\$ 30,000

4.2. The cost sharing limitations set forth in Section 4.1, above, shall not be exceeded without the written authorization of all Participating Entities.

4.3. The CDRPA shall be responsible for making payment to the contracted consultant upon the contract terms. The CDRPA will invoice each Participating Entity quarterly pro-rata during the term of the contract. The Participating Entities shall each pay their 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. Property. The Participating Entities do not anticipate acquiring jointly-owned personal or real property under this Agreement.

6. Financing, Budget and Expenses. No separate budget or financing method is created by this Agreement.

7. Maintenance and Audit of Records.

7.1. Each Party shall maintain books, records, documents and other materials relevant to its performance under this Agreement.

7.2. These records shall be subject to inspection, review and audit by either Party, the Washington State Auditor's Office, or any other entity as required by law.

7.3. Each Party shall retain all such books, records, documents and other materials for the longest applicable retention period under federal and Washington State law.

8. Legal Relations.

8.1. The Participating Entities are separate and independent governmental entities in all respects. Nothing in this Agreement shall be construed as creating any other relationship between the Participating Entities.

8.2. Each Participating Entity agrees to defend, indemnify, and hold harmless the other Parties and its agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from its performance of this Agreement, except for injuries and damages caused by the actions of the entity being indemnified.

8.3. Nothing in this Agreement shall be construed to permit anyone other than the Participating Entities and their successors to rely upon the covenants and agreements contained in this Agreement, nor to give any such third party a cause of action, as a third-party beneficiary or otherwise, on account of any nonperformance of the provisions of this Agreement.

9. Enforcement.

9.1. In the event a dispute arises regarding any matter addressed in or related to this Agreement, the Participating Entities agree that before taking any court action or seeking any other legal remedy, the Participating Entities' authorized contact persons listed in Section 2.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

9.2. If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each Party shall pay its own attorney's fees incurred in that action, arbitration or other proceeding.

10. 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.

11. Applicable Law. The laws of the State of Washington shall govern this Agreement and all questions relating to it.

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

13. 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.

14. Recitals. The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

15. Assignment. Nothing contained in this Agreement shall be interpreted or construed to permit the assignment by the Participating Entities of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of the other Participating Entities.

16. Posting of the Agreement. Pursuant to RCW 39.34.040, this Agreement shall be recorded with the Chelan County Auditor and the Douglas County Auditor or posted to each Party's website.

17. Applicable Laws. The Participating Entities, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

18. Interpretation.

18.1. This Agreement has been submitted to the scrutiny of the Participating Entities and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance its words, without consideration or weight given to its being drafted by any Party or its legal counsel.

18.2. In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions, or applications of this Agreement which shall be given effect without the invalid term, provision, condition, or application. To this end, the terms, provisions and conditions of this Agreement are declared severable.

19. Waiver of Breach. The waiver by either Party of the breach of any provision of this Agreement by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other Party.

20. Entire Agreement. This Agreement constitutes the entire agreement between the Participating Entities relating to the regional sports complex feasible study. Any modification of the Agreement or additional obligation assumed by the Participating Entities in connection with the Agreement shall be binding only if evidenced in writing and signed by all Participating Entities. This Agreement shall be binding upon the Participating Entities, their successors and assigns.

CITY OF WENATCHEE

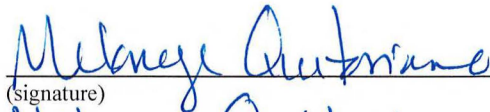
By 
FRANK J. KUNTZ, Mayor

STATE OF WASHINGTON)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Frank J. Kuntz is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is 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 14th day of April, 2023.




(signature)
Melonye Quitoriano
(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires 03-03-25

Regional Events Center

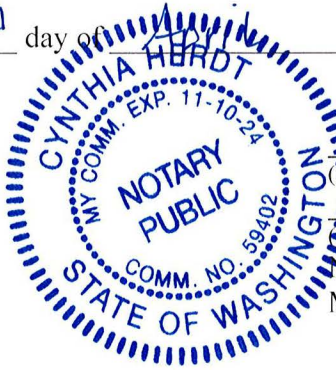
GREATER WENATCHEE PUBLIC FACILITIES DISTRICT

By Frank J. Kuntz
Frank J. Kuntz, Board President

STATE OF WASHINGTON)
) ss.
 County of Chelan)

I certify that I know or have satisfactory evidence that Frank Kuntz is the person who appeared before me and said person acknowledged that ~~he~~ signed this instrument, on oath stated that ~~he~~ is authorized to execute the instrument and acknowledged it as the President of the Board of Directors, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 6th day of April, 2023.



Cynthia K. Herdt
 (signature)
Cynthia K. Herdt
 (Printed or typed name)
 NOTARY PUBLIC, State of Washington
 My Commission Expires 11-10-24

CHELAN COUNTY

By [Signature]
KEVIN OVERBAY, Commissioner

By [Signature]
SHON SMITH, Commissioner

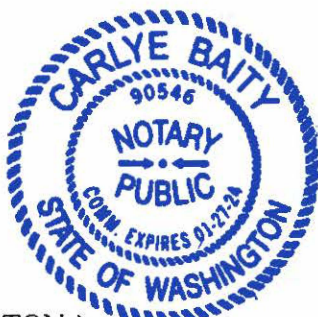
By **EXCUSED**
TIFFANY GERING, Commissioner



STATE OF WASHINGTON)
) ss.
County of Chelan)

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

DATED this 6th day of March, 2023.

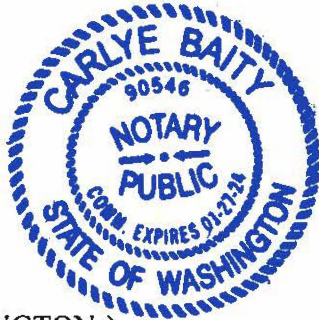


[Signature]
(signature)
Carlye Baity
(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires 1-27-24

STATE OF WASHINGTON)
) ss.
County of Chelan)

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

DATED this 16th day of March, 2023.



Carlye Baity
(signature)
Carlye Baity
(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires 1-24-24

STATE OF WASHINGTON)
) ss.
County of Chelan)

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


DATED this _____ day of _____, 2023.


(signature)

(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires _____

DOUGLAS COUNTY

By 
DAN SUTTON, Commissioner

By 
KYLE STEINBURG, Commissioner


By 
MARC STRAUB, Commissioner

STATE OF WASHINGTON)
) ss.
County of Douglas)

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



DATED this 7th day of March, 2023.



(signature)
Erika Guerrero
(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires 1/31/2026

STATE OF WASHINGTON)
) ss.
County of Douglas)

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

DATED this 7th day of March, 2023.

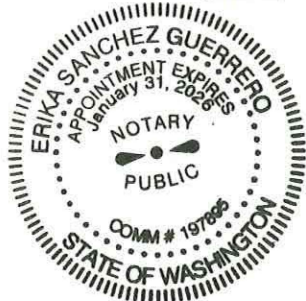




(signature)
Erika Guerrero
(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires 1/31/2026

STATE OF WASHINGTON)
) ss.
County of Douglas)

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

DATED this 7th day of March, 2023.




(signature)
Erika Guerrero
(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires 1/31/2026


CHELAN DOUGLAS REGIONAL PORT AUTHORITY

By 
 JIM KUNTZ, CEO

STATE OF WASHINGTON)
) ss.
 County of Douglas)

I certify that I know or have satisfactory evidence that Jim Kuntz is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the CEO of the Chelan Douglas Regional Port Authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 17 day of April, 2023.


 (signature)
Sarah K Deenik
 (printed or typed name)
 NOTARY PUBLIC, State of Washington

My Commission Expires 8.12.26

