



INTERLOCAL AGREEMENT BETWEEN CITY OF OTHELLO
AND
ADAMS COUNTY
PROVIDING FOR BRIDGE REPAIRS AND ITS REPAYMENT

1. **Preamble.** THIS INTERLOCAL AGREEMENT is made and entered into effective June 4, 2007, by and between The City of Othello, a municipal corporation of the State of Washington, herein known as "City," and Adams County, a political subdivision of the State of Washington, herein known as "County."

2. **Recitals.**

2.1 The County has within its jurisdiction adjacent to the City's corporate limits a bridge known as the Cemetery Road Bridge (Athey), and that bridge is in need of replacement.

2.2 The County desires to replace that bridge and has applied for and received grants to accomplish such repair. However, the cost of replacing the Cemetery Road Bridge has increased due to cost escalations in the construction industry since the County applied for such grants. Presently, the County lacks sufficient funds to complete the replacement of the Cemetery Road Bridge due to the escalation of construction costs for bridge work presently under way.

2.3 The Cemetery Road Bridge is located in such a place that it is anticipated by both the County and the City that right-of-way of the County which includes the Cemetery Road Bridge will be annexed into the corporate limits of the City well within the usable live of the replacement bridge.

2.4 Being fully aware that when annexation of lands adjacent to the Cemetery Road Bridge occurs the City will be responsible for the maintenance and replacement of the Cemetery Road Bridge if the County does not complete replacement of that bridge at this time using available grants, the City has determined it is in the City's best interest to *provide* to the County sufficient funds to permit the replacement of the Cemetery Road Bridge to be accomplished while grants are available to cover the majority of such costs and before construction costs rise even further.

2.5 The City and County have the authority pursuant to RCW Chapter 39.34 to enter into this Agreement.

3. **Agreement.** In consideration of the mutual benefits and covenants described herein, the parties agree as follows:

3.1 **Purpose.** The purpose of this Agreement is to provide City funds to the County to permit the County to complete the replacement of the Cemetery Road Bridge so as not to lose the benefit of available grants which the County has already been awarded. Additionally, the City's repayment obligation is described and the benefits to the City of



the bridge replacement are accounted for in the event of annexation of the County right-of-way containing the Cemetery Road Bridge into the City's limits is accounted for in such repayment terms.

3.2 Repayment. The City agrees that it will pay the County One Hundred Eleven Thousand Six Hundred thirty one Dollars (\$111,631) being one-half of the local match required to produce sufficient funds to permit the grants the County has previously obtained to be used to fund the replacement of the Cemetery Road Bridge, when the City annexes the right-of-way containing the Cemetery Road Bridge into the City's limits within the useful life of the replacement bridge.

The City agrees that it will receive value far in excess of the payment to the County should the City annex the right-of-way containing the replacement Cemetery Road Bridge. The current bridge needs to be replaced at this time and that situation would not change if the City were to annex the right-of-way containing the current Cemetery Road Bridge.

3.3 Entire Agreement. This agreement constitutes the entire agreement between the City and the County with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, oral or written, with respect to such subject matter. Any alteration or amendment or modification of this Agreement shall be valid only if set forth in writing and signed by both parties hereto.

3.4 Governing Law. This Agreement shall be governed by laws of the State of Washington.

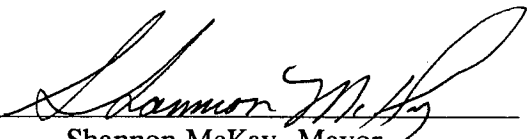
3.5 Severability. In the event any portion of this Agreement is determined to be void or unenforceable, such provision shall be severable and will not affect the validity of the remaining portion of this Agreement.

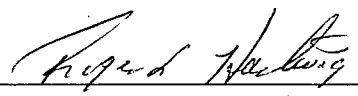
3.6 Time. Time is of the essence with respect to this Agreement.

3.7 Recording of Agreement. This agreement, prior to its entry into force, shall be filed with the Othello City Clerk and the Adams County Auditor.

CITY OF OTHELLO

ADAMS COUNTY

By: 
Shannon McKay, Mayor

By: 
Roger L. Hartwig,
County Commission Chair