Skip Moore, Auditor, Chelan County, WA.
AFN # 2465884
Recorded 03:08 PM 09/28/2017
INAGMT Page: 1 of 5 $0.00 CHELAN
COUNTY TREASURER

INTERLOCAL AGREEMENT BETWEEN CITY OF WENATCHEE AND COUNTY OF CHELAN FOR COLLECTION OF CHARGES

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into the last date below, by and between the City of Wenatchee ("City"), a code city of the State of Washington, and the County of Chelan ("Chelan"), a political subdivision of the State of Washington, on behalf of its County Treasurer. The City and the County are sometimes referred to individually as a "Party" or together as the "Parties", as follows:

WHEREAS, the Parties are public agencies as defined in the Interlocal Cooperation Act (Chapter 39.34 RCW).

WHEREAS, the City is located within the boundaries of the County.

WHEREAS, pursuant to RCW 84.56.035, the City and the County may enter into an agreement to permit the County to collect charges imposed by the City.

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

NOW, THEREFORE, the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to authorize the County, while in the act of lien foreclosure for delinquent taxes under Ch. 84.64 RCW, to collect charges imposed by the City against Julie Breckenridge, where such charges are a lien against the real property commonly located at 609 Lynn St., City of Wenatchee, County of Chelan, State of Washington, which is more particularly described as follows ("Property"): "LOTS 21 AND 22, KAYWOOD ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 132; EXCEPT THE EAST 17.5 FEET OF SAID LOT 21; AND EXCEPT THE WEST 2 FEET OF SAID LOT 22," and where such charges are included as a lien in any title report obtained by the County in the foreclosure process, and secondly, are a lien against the real property prior to the County filing a Certificate of Delinquency.

2. Administration.

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

2.2 For purposes of RCW 39.34.030(4)(a). the administrator of this Agreement shall be the County Treasurer.

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

City: Director of Finance
City of Wenatchee
139 S. Chelan Ave.
P.O. Box 519
Wenatchee, WA 98807
509-888-3610

County: County Treasurer
County of Chelan
350 Orondo Ave., Suite 7
Wenatchee WA 98801
509-667-6405

3. Duration and Termination.

3.1 This Agreement shall become effective upon:

3.1.1 Full execution by the Parties; and

3.1.2 Posting of this Agreement with each Party's website.

3.2. This Agreement shall remain in effect until terminated as provided for herein.

3.3 Either Party may terminate the Agreement by giving thirty (30) days written notice thereof to the other Party.

3.4 Notice of intent to terminate this Agreement shall be served personally or by certified mail, return receipt requested, postage prepaid. Notice shall be effective starting on the date of the receipt. If service is done by certified mail, receipt shall be deemed to have occurred on the third business day after mailing.

4. Collection of Charges.

The County, while in the act of lien foreclosure for delinquent taxes under Ch. 84.64 RCW, is authorized to collect charges imposed by the City against Julie Breckenridge. where such charges are a lien against the Property. and where such charges are included as a lien in any title report obtained by the County in the foreclosure process, and secondly. are a lien against the Property prior to the County filing a Certificate of Delinquency. The County shall transfer any funds collected regarding the City's charges to the City within 30 days of receipt of the funds.

5. Financing, Budget and Expenses.

No separate budget or financing method is created by this Agreement.

6. Property.

6.1 The Parties do not anticipate acquiring jointly-owned personal or real property under this Agreement.

6.2 Any personal property of a Party used in the performance of this Agreement in the possession of the other Party shall be returned to the owner promptly upon completion of each requested task that utilized the property.

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 City and the County are separate and independent governmental entities in all respects. Nothing in this Agreement shall be construed as creating any other relationship between the Parties.

8.2 The City agrees to defend, indemnify, and hold harmless the County 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 County.

8.3 The County agrees to defend, indemnify, and hold harmless the City 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 City.

8.4 Nothing in this Agreement shall be construed to permit anyone other than the Parties 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 Parties agree that before taking any court action or seeking any other legal remedy, the Parties' 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.

9.4 This Agreement shall be governed exclusively by the laws of the State of Washington.

10. Applicable Laws.

The Parties, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

11. Interpretation.

11.1 This Agreement has been submitted to the scrutiny of the Parties 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.

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

12. 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.

13. Recitals.

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

14. Severability.

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.

15. Posting of the Agreement.

Pursuant to RCW 39.34.040, this Agreement shall be posted and listed by subject on each Party's website prior to its becoming effective.

16. Entire Agreement.

16.1 This Agreement contains all the terms and conditions agreed upon by and between the Parties.

16.2 This Agreement may be executed simultaneously or in counterparts each of which shall be deemed an original, but all of which shall be identical and constitute one and the same agreement.

16.3 No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

16.4 Any modification of this Agreement must be in writing and executed by both Parties.

16.5 This Agreement shall be binding upon the Parties, their successors and assigns.

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement on the dates below.

CITY OF WENATCHEE

By_____
FRANK KUNTZ, Mayor

Date: 9/14/17

CHELAN COUNTY Commissioners SEAL STATE OF WASHINGTON

ATTEST:

CHELAN COUNTY TREASURER

By_____
David Griffiths, Treasurer

Date: 9-20-17

CHELAN COUNTY BOARD OF COMMISSIONERS

By_____
DOUG ENGLAND, Chair

By_____
KEVIN OVERBAY, Commissioner

By_____
KEITH W. GOEHNER, Commissioner

ATTEST:

By_____
~~Carley Baity~~ Susan Ward, Clerk of the Board

Date: 9-25-17

FILED AC
DEC 23 2016 3
Kim Morrison
Chelan County Clerk

Exhibit "A" to Interlocal Agreement

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF CHELAN

CITY OF WENATCHEE, a municipal corporation, Petitioner, vs. JULIE A. BRECKENRIDGE, Respondent.	No. 15-2-01012-8 MONEY JUDGMENT 16-9 01332 5

JUDGMENT SUMMARY

Judgment Creditor:	City of Wenatchee
Attorney for Judgment Creditor:	Michael Bradford
Judgment Debtor:	Julie A. Breckenridge
Principal Amount:	$9,261.22
Costs and Attorneys' Fees:	$2,993.10
Total Judgment:	$12,254.32
Prejudgment Interest:	$163.82
Post-judgment Interest:	12% Per Annum

LAW OFFICES OF
JOHNSON, GAUKROGER,
SMITH & MARCHANT, P.S.
139 SOUTH WORTHEN SUITE 200
WENATCHEE, WA 98807-0019
TELEPHONE (509) 663-0031

THIS MATTER having come on upon presentation by the Petitioner, a Default Judgment having been entered herein against the Respondent, Julie A. Breckenridge, the court being familiar with the files and records herein, now, therefore, it is hereby

ORDERED that the Petitioner shall and does have Money Judgment against the Respondent, Julie A. Breckenridge, as follows:

1. For the principal sum of Nine Thousand Two Hundred Sixty One Dollars and 22/100 ($9,261.22) for work necessary to complete the abatement of the premises by Code Enforcement ($1,233.22) and Young Buck's Landscaping, LLC, ($4,878.00) and the mandatory fee ($150.00) and the monetary penalty imposed by the Code Enforcement Board ($3,000.00);

2. For costs and attorneys' fees of Two Thousand Nine Hundred Ninety Three Dollars and 10/100 ($2,993.10); and

3. The total amount of this Judgment is therefore Twelve Thousand Two Hundred Fifty Four Dollars and 32/100 ($12,254.32);

4. For pre-judgment interest in the amount of One Hundred Sixty Three Dollars and 82/100 ($163.82).

5. For post-judgment interest at the current statutory rate per annum on the total of the foregoing until paid.

6. This Money Judgment shall attach as a lien to 609 Lynn Street, Wenatchee, WA, Chelan County, Washington 98801, more particularly described as follows:

> LOTS 21 AND 22, KAYWOOD ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 132; EXCEPT THE EAST 17.5 FEET OF SAID LOT 21; AND EXCEPT THE WEST 2 FEET OF SAID LOT 22.

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SUBJECT TO ENCUMBRANCES, (illegible), RESTRICTIONS, AND RIGHTS-OF-WAY-OR OTHER INTERESTS OF RECORD.

DATED this 20th day of December, 2016.

JUDGE/ COMMISSIONER

Presented by:

JOHNSON, GAUKROGER,
SMITH & MARCHANT, P.S.
Attorneys for Plaintiff

By _____
MICHAEL BRADFORD
WSBA # 43169

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