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**INTERLOCAL AGREEMENT  
By and Between**

**CITY OF SUNNYSIDE  
And  
CITY OF CLE ELUM**

**Federal Aviation Authority Funding Allocation – 2008**

THIS INTERLOCAL AGREEMENT is entered into by and between the CITY OF SUNNYSIDE and the CITY OF CLE ELUM for the uses and purposes set forth herein and below.

**I. Recitals**

A. CITY OF SUNNYSIDE, hereafter called "Sunnyside," is a municipal corporation of the State of Washington, with City Hall located at 818 East Edison Avenue, Sunnyside, Washington 98944.

B. CITY OF CLE ELUM, hereafter called "Cle Elum," is a municipal corporation of the State of Washington, with City Hall located at 119 West First Street, Cle Elum, Washington 98922.

C. Each City owns and operates a municipal airport eligible for funding through the Federal Aviation Authority (FAA) for construction of improvements to their respective airport facilities. The parties desire to enter into an interlocal agreement pursuant to Chapter 39.34 RCW regarding allocation of FAA funding for their respective jurisdictions for year 2008, and repayment of such FAA allocation in a future year.

D. Cle Elum is engaged in an airport improvement project in 2008 and has need of additional funding to meet costs of such improvement. Sunnyside is not engaged in a current airport improvement project for 2008, and the parties desire to enter into this agreement whereby Sunnyside's 2008 allocation of FAA funding, equal to \$88,322.00, shall be allocated to Cle Elum for its eligible FAA project in 2008, and that in any future year, when Sunnyside has an active FAA project, Cle Elum will then allocate funding, up to \$88, 322.00, to Sunnyside in aid of such project.

**II. Agreement**

A. Sunnyside's 2008 FAA Allocation. Sunnyside agrees to transfer its 2008 FAA allocation in the amount of \$88,322.00 to Cle Elum in aid of Cle Elum's 2008 FAA airport project, which funds are to used by Cle Elum for eligible airport project costs.

B. Repayment of Allocation. In any year after 2008, Sunnyside shall have the right to receive from Cle Elum repayment of such FAA allocation in such

amounts and at such times as agreed by the parties, up to \$88,322.00. In any event, the repayment of the allocation shall be made in full on or before the termination of this Agreement.

C. Execution of Documentation. The parties agree to execute any documentation required by the FAA to accomplish this transfer and repayment of FAA funding allocation.

D. Mutual Public Benefit. The purpose of this Interlocal Agreement is to provide benefit to the public served by Cle Elum and Sunnyside, and to assist each other in construction of airport improvements designed and intended to benefit their respective communities.

E. Administration. Upon transfer of the FAA allocation, the receiving party shall become the owner, fiscal agent and administrator of such allocation insofar as such allocation requires administration of funding in accordance with regulations and procedures of the FAA. The party transferring such allocation shall have no responsibility for administration of such funding or the project for which such funding is intended or used. The only jointly shared responsibility regarding administration and use of such funds is as set forth in this Agreement regarding the initial transfer of allocation and repayment of such allocation.

F. Filing. A copy of this Agreement shall be filed or posted as required by law, and a copy delivered to the FAA as necessary or appropriate.


G. Venue and Governing Law. Jurisdiction for any necessary or appropriate legal action arising under this Agreement shall lie in Yakima County, State of Washington, and the laws of the State of Washington shall govern except insofar as necessary to accommodate the operation and effect of applicable federal law.

H. Effective Date – Term – Early Termination. This Agreement shall be effective on the date executed by the last party to sign. The term of this Agreement shall be for a term of ten (10) years commencing on such effective date, at which time all remaining unpaid allocation shall be remitted by Cle Elum to Sunnyside's account. This Agreement shall be deemed terminated upon each party's full performance of the terms and conditions hereof.

[Signature Page Follows]

**CITY OF SUNNYSIDE**

**CITY OF CLE ELUM**

  
Eric C. Swansen, City Manager

  
Gregg Hall, City Administrator

Date: 16 Jul, 2008

Date: August 13, 2008

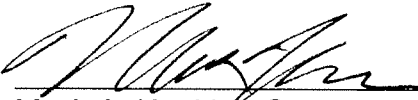
ATTEST:

  
Deborah A. Estrada, City Clerk

ATTEST:

  
Pam Felder

APPROVED AS TO FORM:

  
Mark A. Kunkler, City Attorney

APPROVED AS TO FORM:

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