

**INTERLOCAL AGREEMENT FOR THE
FEASIBILITY STUDY OF THE 91 WAPATO WAY, MANSON, WASHINGTON,
PROPERTY**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between the CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation (the "Port"), and LINK TRANSIT, a Washington public transit authority ("Link"), individually referred to as "Party" or collectively as the "Parties", for the purpose of conducting a Feasibility Study of the property located at 91 Wapato Way, Manson, WA, 98831, (the "Property").

RECITALS

WHEREAS, the Parties are public agencies, as defined in RCW 39.34.020(1) that wish to enter into an Agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS, the Parties desire to conduct a Feasibility Study to evaluate and determine redevelopment options of the Property (the "Project"); and

WHEREAS, the Port will procure a consultant (the "Consultant") through an independent Personal Services Agreement to conduct the Feasibility Study. A copy of the Consultant Scope of Work is hereby attached as Exhibit A; and

WHEREAS, Link has agreed to provide a portion of the funding for the Feasibility Study; and

NOW, THEREFORE, in consideration of the mutual benefits contained herein, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Incorporation.** The Recitals set forth above are by this reference incorporated into this Agreement and are binding commitments and representations of the Parties.

2. **Administration.** The Port shall be the lead agency and be responsible for administering the Feasibility Study as set forth in Section 2.1, below.

2.1. The Parties agree the Port will contract with the Consultant and will administer the Project, subject to the terms and conditions set forth in a Personal Services Agreement to be negotiated by the Port and Consultant.

2.1.1. The Port shall provide copies of all deliverables identified in the Scope of Work to Link within 30 days of completion of the Project.

2.2. This Agreement shall be administered by the CEO of the Port, or their designee, on behalf of the Port. The CEO of Link, or their designee, shall administer the Agreement on behalf of Link.

3. **Payment.**

3.1. The Port shall be responsible for making payments to the Consultant upon the Personal Services Agreement terms.

3.2. Link will provide a contribution in a total amount of \$25,000.00 for the Project.

3.2.1. Payment of the contribution by Link will be made to the Port upon completion of the Feasibility Study. The \$25,000.00 one-time payment shall be the only contribution by Link to the Feasibility Study regardless of actual costs incurred by the Port related to the Project.

- 4. **Termination.** This Agreement shall terminate upon completion of the Project.
- 5. **Powers.** The Parties warrant that each holds the power, authority and/or authorization as required by applicable law to enter into this Agreement.
- 6. **Severability.** In the event that any provision in this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be unenforced and invalidated to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision hereof shall not affect the remaining provisions.
- 7. **Applicable Law; Recording-Posting.** This Agreement shall be governed by the laws of the state of Washington, and the venue of any dispute under this Agreement shall be in Chelan County. The Parties agree to electronically post a copy of this Agreement on their respective websites. Each Party shall be responsible for the costs of electronically posting this Agreement on their respective websites.
- 8. **No Entity Created.** The Parties agree that there is no separate organization or administrative entity created or necessitated by this Agreement. Nothing herein shall be deemed the creation of a partnership or similar entity between the Parties.
- 9. **Mutual Negotiation and Construction.** This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.
- 10. **Notice.** Any notice required by this Agreement shall be sent to:

Chelan Douglas Regional Port Authority
 Atten: Jim Kuntz, CEO
 285 Technology Center Way, Suite 202
 Wenatchee, WA 98801
 Email: jim@cdrpa.org

Link Transit
 Atten: Nick Covey, CEO
 300 S. Columbia St.
 Wenatchee, WA 98801
 Email: nick@linktransit.com

11. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Port and Link regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be altered, amended or modified in any way unless such modifications, alterations or amendments is reduced to writing, mutually agreed upon and signed by both Parties. The "effective date" of this Agreement shall be deemed to be the date of the last signature set forth below.

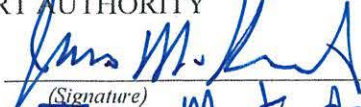
IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year written below.

DATED 1/31/2025

DATED 1/21/2025

CHELAN DOUGLAS REGIONAL
 PORT AUTHORITY

LINK TRANSIT


 (Signature)
 By: Jim M. Kuntz
 Its: CEO


 (Signature)
 By: Nick Covey
 Its: Chief Executive Officer

EXHIBIT A
Scope of Work

Manson Property

Scope of Work

Phase I – Site Due Diligence

- Phase I Environmental Assessment
- Review Soils Report
- Review Consolidate Ecology Report
- Zoning and Parking Requirements
- Shoreline Permit Issues
- Site Infrastructure – water, sewer, power, stormwater

Phase II – Preliminary Design Phase

Joint Use Feasibility Analysis

Link Transit

- Bus Turnaround
- Charging Station
- Restroom

Regional Port

- Incubator Building

Deliverables to be provided to the Port and Link:

- Initial Site Layouts
- Initial Building Designs
- Renderings
- Cost Estimates