

**Interlocal Cooperation Agreement Between Link Transit and the City of East Wenatchee for  
Transit Improvements and License for Use of a portion the East Wenatchee Valley Mall  
Parkway & 9<sup>th</sup> Street NE Drainage Buffer within the City Right-of-Way**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is hereby entered into this date by and between Chelan-Douglas Public Transportation Benefit Area d/b/a Link Transit ("Link"), and the City of East Wenatchee (the "City"), collectively referred to as the "Parties."

**RECITALS:**

1. The Parties desire to enter this Agreement pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act.
2. Link provides transportation services to the public and is committed to providing transit amenities throughout the Chelan-Douglas Public Transportation Benefit Area which includes the city limits of the City; and,
3. Through this Agreement, the City would like to grant Link permission to install a community bus stop (the "Transit Stop") within the City right-of-way, and adjacent to 818 Valley Mall Parkway in East Wenatchee, Washington, which is depicted on the attached Exhibit "A" (the "Property"); and,
4. Link Transit has expressed interest in relocating an existing transit stop on Valley Mall Parkway that does not have associated transit facilities to the Property which has adequate space and access for an Americans with Disabilities Act (ADA) compliant shelter pad; and,
5. The City and Link desire to cooperate on the installation of these Transit Stop improvements; and,
6. The placement of one bus shelter at the location on the Property as generally depicted on the diagram attached as Exhibit "A" constitutes a significant public investment, which is made in the best interest of the public; and,
7. Link and the City agree there is a need for the Transit Stop at the location and the City agrees to grant Link a license to use the Property as a bus stop including the installation of a bus shelter, and other stop improvements, on the terms set out below; and,
8. Link and the City agree that entering this Agreement is in the best interest of the citizens of the City and customers of Link;

NOW, THEREFORE, in consideration of the foregoing, Link and the City agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide accessible transit amenities to the public by placing the Transit Stop on the City's Property, to allow increased pedestrian and transit safety. This Agreement is also entered into to memorialize the relationship and responsibilities of the Parties related to the existing transit stop which is identified on Exhibit "A" as "Existing Transit Stop".
2. **Link's Obligations.** Link shall:

- 2.1 Install on the Property a concrete pad, shelter, seating, and related improvements, including but not limited to, shelter, schedule kiosks, and other amenities that Link deems necessary in its sole discretion.
- 2.2 Ensure adequate drainage at Property is maintained through creation and use of engineered plans.
- 2.3 Be responsible for installation, maintenance, and repair of the Transit Stop and all transit related improvements.
- 2.4 Maintain the bus shelter and related improvements in a reasonably clean condition as determined by Link in its sole discretion.
- 2.5 Control and operate the Transit Stop, including, but not limited to bus operations and schedules related to the Transit Stop.

**3. City's Obligations.** The City shall:

- 3.1 Grant Link access to the Location for repairs and maintenance as needed for the duration of the Agreement.

**4. Existing Transit Stops.** The City previously permitted Link to install a similar transit stop within City right-of-way immediately across the street from the Property. The Parties hereby memorialize the existence of said transit stop and the authority of Link to use and maintain the same for transit service on Valley Mall Parkway. The Parties agree that all terms and obligations of the Parties set forth in this Agreement shall also apply to the existing transit stop.

Through this agreement, and upon relocation of the transit stop, Link vacates and relinquishes all interest and rights in the existing transit stop near the corner of ninth and Valley Mall Parkway, which is being relocated to the Property (depicted in attached Exhibit "A" as the "Stop to be Relocated").

- 5. Duration and Termination.** This Agreement shall be effective upon the date of the final signature below and shall continue until terminated by one or both of the Parties, however, either Party may terminate this Agreement at any time by providing ninety (90) days' written notice of termination to the other Party. In the event of termination by Link, Link may, in its sole discretion, remove the Transit Stop improvements. If the City is the Party terminating the Agreement, and Link elects to remove the Transit Stop improvements (whether at the City's request or in its own discretion), the City shall reimburse Link for the cost associated with removal and/or disposal of the Stop amenities. Link shall invoice the City for all costs associated with removal of the Transit Stop improvements within thirty (30) days of completion. The City shall reimburse Link within thirty (30) days of receipt of Link's invoice.
- 6. Access.** The City understands and agrees that the bus shelter and other Transit Stop improvements will be available for members of the public utilizing the services of Link, and the City agrees not to interfere with the access to and use of the Stop by Link and members of the public.
- 7. Mutual Indemnity.** Link shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion

thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of Link its officers, agents, and employees, in connection with the work described in this agreement, or arising out of Link's non-observance or non-performance of any law, ordinance, or regulation applicable to Link's use of the Property.

The City shall indemnify, defend and hold harmless Link, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the City, its officers, agents and employees, in connection with the work described in this agreement, or arising out of the City's non-observance or non-performance of any law, ordinance or regulation applicable to Link's use of the Property.

8. **No Separate Entity Created.** No separate entity or joint board is contemplated by this Agreement. Nothing in this Agreement shall in any way affect the City's ownership of the Property or Link's ownership of the Transit Stop improvements. There is no joint ownership of property.
9. **Mutual Negotiation.** 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. **Governing Law & Venue.** This Agreement is governed by the laws of the state of Washington and venue for any action arising from this Agreement shall be in Chelan County, Washington.
11. **Binding Agreement.** All the covenants, agreement terms and conditions contained in this Agreement shall apply to and be binding upon the Parties and their respective successors and assigns.
12. **Severability.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and if there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement effected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.
13. **Counterpart Signatures.** This Agreement may be signed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. Signatures transmitted by facsimile or via PDF e-mail shall be deemed valid execution of this Agreement, binding on the Parties.

INWITNESS WHEREOF, the parties hereto have executed this Agreement on this 15th day of April, 2025.

CHELAN DOUGLAS PTBA D/B/A LINK  
TRANSIT

Nick Covey  
Nick Covey, CEO

CITY OF EAST WENATCHEE

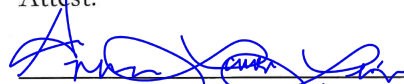
Jerrilea Crawford  
Jerrilea Crawford (Apr 17, 2025 12:45 PDT)  
Jerrilea Crawford, Mayor

Attest:

Selina I. Danko

Selina Danko, Executive Assistant/Clerk of the Board

Attest:

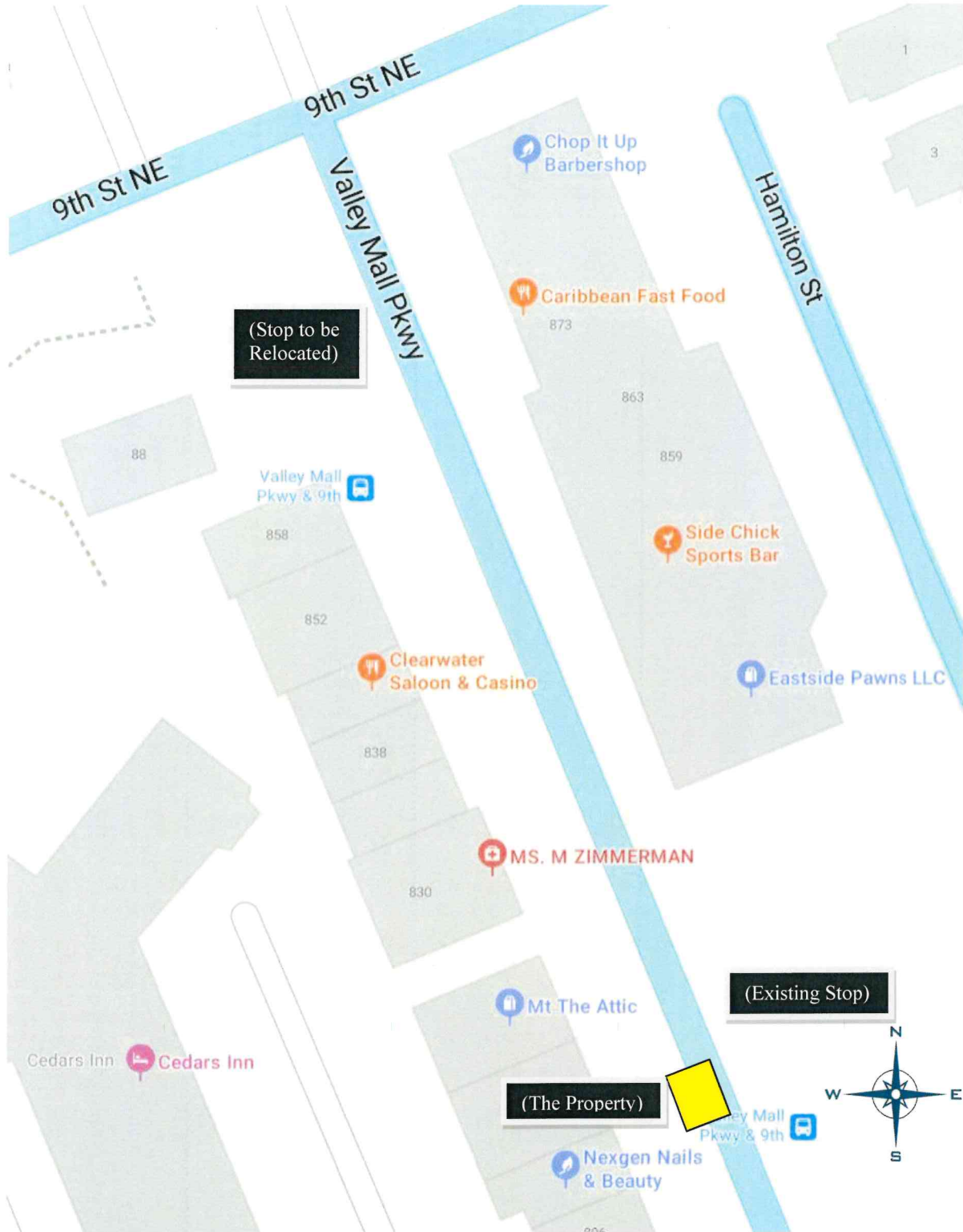
  
\_\_\_\_\_  
Laura Leon, City Clerk



# EXHIBIT A



EXHIBIT A  
Continued



**Signature:** Nick Corey  
Nick Corey [Apr 16, 2025 10:06 PDT]

**Email:** [nick@linktransit.com](mailto:nick@linktransit.com)

**Signature:** *Selina Danko*

**Email:** [sdanko@linktransit.com](mailto:sdanko@linktransit.com)










# Interlocal Agreement-City of East Wenatchee

Final Audit Report

2025-04-16

Created:	2025-04-16
By:	Samantha Miller (smiller@linktransit.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAClQZz_QVsa_2jxGAKw3Jy-qEvEgwSFr3

## "Interlocal Agreement-City of East Wenatchee" History

-  Document created by Samantha Miller (smiller@linktransit.com)  
2025-04-16 - 2:37:41 PM GMT
-  Document emailed to Nick Covey (nick@linktransit.com) for signature  
2025-04-16 - 2:37:46 PM GMT
-  Document emailed to Selina Danko (sdanko@linktransit.com) for signature  
2025-04-16 - 2:37:46 PM GMT
-  Email viewed by Nick Covey (nick@linktransit.com)  
2025-04-16 - 5:05:16 PM GMT
-  Document e-signed by Nick Covey (nick@linktransit.com)  
Signature Date: 2025-04-16 - 5:06:44 PM GMT - Time Source: server
-  Email viewed by Selina Danko (sdanko@linktransit.com)  
2025-04-16 - 5:26:52 PM GMT
-  Signer Selina Danko (sdanko@linktransit.com) entered name at signing as Selina I. Danko  
2025-04-16 - 5:27:54 PM GMT
-  Document e-signed by Selina I. Danko (sdanko@linktransit.com)  
Signature Date: 2025-04-16 - 5:27:56 PM GMT - Time Source: server
-  Agreement completed.  
2025-04-16 - 5:27:56 PM GMT



Adobe Acrobat Sign









# ID#KC726105696720250417111018

Final Audit Report

2025-04-17

Created:	2025-04-17
By:	City Clerk (cityclerk@eastwenatcheewa.gov)
Status:	Signed
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-  Document emailed to jcrawford@eastwenatcheewa.gov for signature  
2025-04-17 - 6:15:34 PM GMT
-  Email viewed by jcrawford@eastwenatcheewa.gov  
2025-04-17 - 7:49:35 PM GMT
-  Signer jcrawford@eastwenatcheewa.gov entered name at signing as Jerrilea Crawford  
2025-04-17 - 7:49:54 PM GMT
-  Document e-signed by Jerrilea Crawford (jcrawford@eastwenatcheewa.gov)  
Signature Date: 2025-04-17 - 7:49:56 PM GMT - Time Source: server
-  Agreement completed.  
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