

## INTERLOCAL COOPERATIVE AGREEMENT CITY OF CHELAN/LINK TRANSIT

The **City of Chelan**, a municipal corporation of the State of Washington (“City”), and **Link Transit**, a regional public transportation benefit area authority organized under RCW Chapter 36.57A (“Link”), collectively hereinafter referred to as the “Parties” and individually as “Party,” pursuant to the Interlocal Cooperation Act (RCW 39.34), enter into this Agreement as of the Effective Date.

### RECITALS:

WHEREAS, the City is planning and constructing three projects dubbed as the Lakeside Trail Project, the Sanders Street Pedestrian Improvements Project, and the Woodin and Center Pedestrian Improvements Project (collectively referred to herein as the “Projects”), all of which include public infrastructure improvements designed to enhance pedestrian safety, multimodal connectivity, and accessibility along key City corridors;

WHEREAS, Link owns and operates public bus stops located within the Project corridors and recognizes the opportunity to enhance transit-related infrastructure as part of the broader trail improvement effort;

WHEREAS, the Parties recognize that coordination between agencies and joint participation in infrastructure investments can reduce costs, improve transit and pedestrian access, and minimize construction-related disruptions to the public;

WHEREAS, the City and its design consultants coordinated with Link during the design phases of the Projects to ensure that transit-related improvements meet Link’s operational and accessibility standards; and

WHEREAS, the Interlocal Cooperation Act, RCW 39.34, authorizes public agencies to enter into agreements to jointly exercise powers and responsibilities each is individually authorized to perform;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. Recitals and Purpose: The Recitals set forth above are incorporated into this Agreement as if set forth in full therein. The purpose of this Agreement is to formalize Link Transit’s financial contribution to the design and construction of transit-related infrastructure, including bus stops and associated improvements, that are incorporated into the Projects.

2. Link Contribution: Link agrees to contribute up to **\$460,000** to the costs associated with the design and construction of improvements to its transit facilities within or adjacent to the Project corridors, as further detailed in Exhibit A (Cost Estimate Summary), Exhibit B (Drawings), and the design and construction related files maintained by the City for all three of the sub-projects components which are incorporated herein. The contributions are subject to the following:

- a. The improvements funded by Link shall include, but not be limited to, bus stop pads, signage, ADA-accessible features, sidewalk improvements, and related

infrastructure as mutually agreed upon by the Parties. For the purpose of this Agreement “related infrastructure” is defined to include elements directly supporting transit operations, accessibility, or passenger amenities.

- b. The City shall invoice Link on completion of each of the three sub-projects during the design and construction phases for costs incurred related to the transit improvements identified in this Agreement. Each invoice shall include a summary of the work completed and associated costs for that billing period. Payment shall be made by Link within thirty (30) days of receipt of a complete invoice. Each invoice shall include supporting documentation including at a minimum contractor billing, time records, and other backup as reasonably requested by Link Transit.
- c. Audit rights: Link shall have the right to inspect records and documentation related to expenditures made under this Agreement upon reasonable notice during regular business hours.
- d. The City shall coordinate with Link to confirm the scope of transit-related improvements during construction and will allow Link to review relevant plans prior to final construction.
- e. Link’s contribution shall be limited to actual costs of transit-related improvements and shall not be used for general construction unrelated to transit-related improvements.

### 3. Term and Termination:

- a. Term: This Agreement shall, following approval and execution by the Parties, remain in effect until the completion of the Project and final settlement of Link’s financial obligations, unless earlier terminated as provided herein.
- b. Termination by Notice: Either Party may terminate this Agreement by providing written notice to the other no less than 90 days prior to the beginning of the calendar year. Termination may also occur at any time by mutual written agreement. Termination shall not affect payment for work completed or costs incurred prior to the effective date of termination.
- c. Dispute Resolution: The Parties shall attempt to resolve any disputes under this agreement in good faith
- d. Disposition of Funds: Upon termination, any unexpended and uncommitted funds contributed by Link shall be returned to Link unless otherwise agreed in writing by Link.

4. Effective Date: The Effective Date of this Agreement shall be the date of approval of the legislative body of the second Party to approve this Agreement.

### 5. Miscellaneous:

- a. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements or understandings related to its subject matter.

- b. Any amendments or modifications to this Agreement shall be in writing and executed by both Parties.
- c. This Agreement shall be governed by the laws of the State of Washington.
- d. **Administration.** The City Administrator and the Link CEO shall be responsible for administration of this Agreement.
- e. **Property.** All real and personal property acquired or used in connection with the improvements funded under this Agreement shall be owned, held, and managed by the City of Chelan, unless otherwise agreed in writing. Upon termination or completion of this Agreement, any such property shall remain the property of the City. Upon completion of the project or any part thereof, the City shall be responsible for maintenance of infrastructure located within its right-of-way, and Link shall be responsible for maintenance of transit-specific equipment (shelters, benches, signage, and any other transit-specific appurtenances Link installs or provides).
- f. **Signatures.** Photocopies of signatures on this Agreement shall be considered the same as original signatures on this Agreement for all purposes.

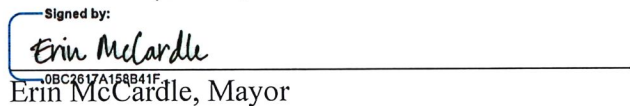
LINK TRANSIT

Approved by the Board of Link Transit at an Open Public Meeting the 19 day of August, 2025.

  
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Nick Covey, CEO

CITY OF CHELAN

Approved by the City of Chelan, Washington at an open Public Meeting the 23 day of September, 2025.

Signed by:  
  
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Erin McCardle, Mayor

## Exhibit A

### Cost Estimate Summary

#### *City of Chelan – Link Transit Interlocal Agreement*

This Exhibit outlines the estimated costs associated with transit-related improvements to be funded by Link Transit as part of the following City of Chelan capital projects:

| <b>Project Name</b>                                | <b>Estimated Cost</b> |
|--|-----------------------|
| Lakeside Trail Project                             | \$296,853.00          |
| Sanders Street Pedestrian Improvements             | \$66,297.50           |
| Woodin and Center Pedestrian Crossing Improvements | \$94,340.94           |
| <b>Total Estimated Link Transit Contribution</b>   | <b>\$457,491.44</b>   |

## EXHIBIT B

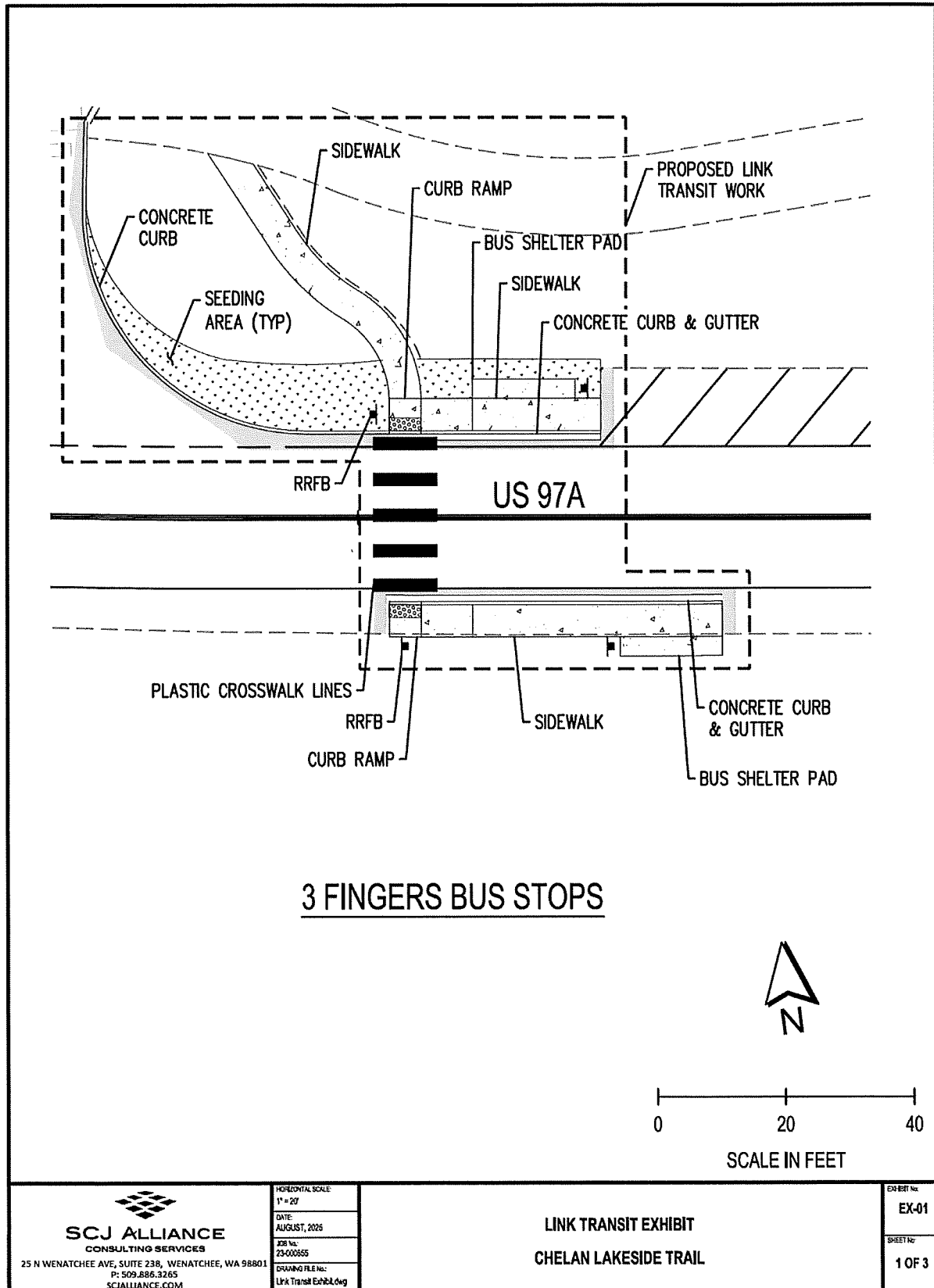


EXHIBIT B – continued

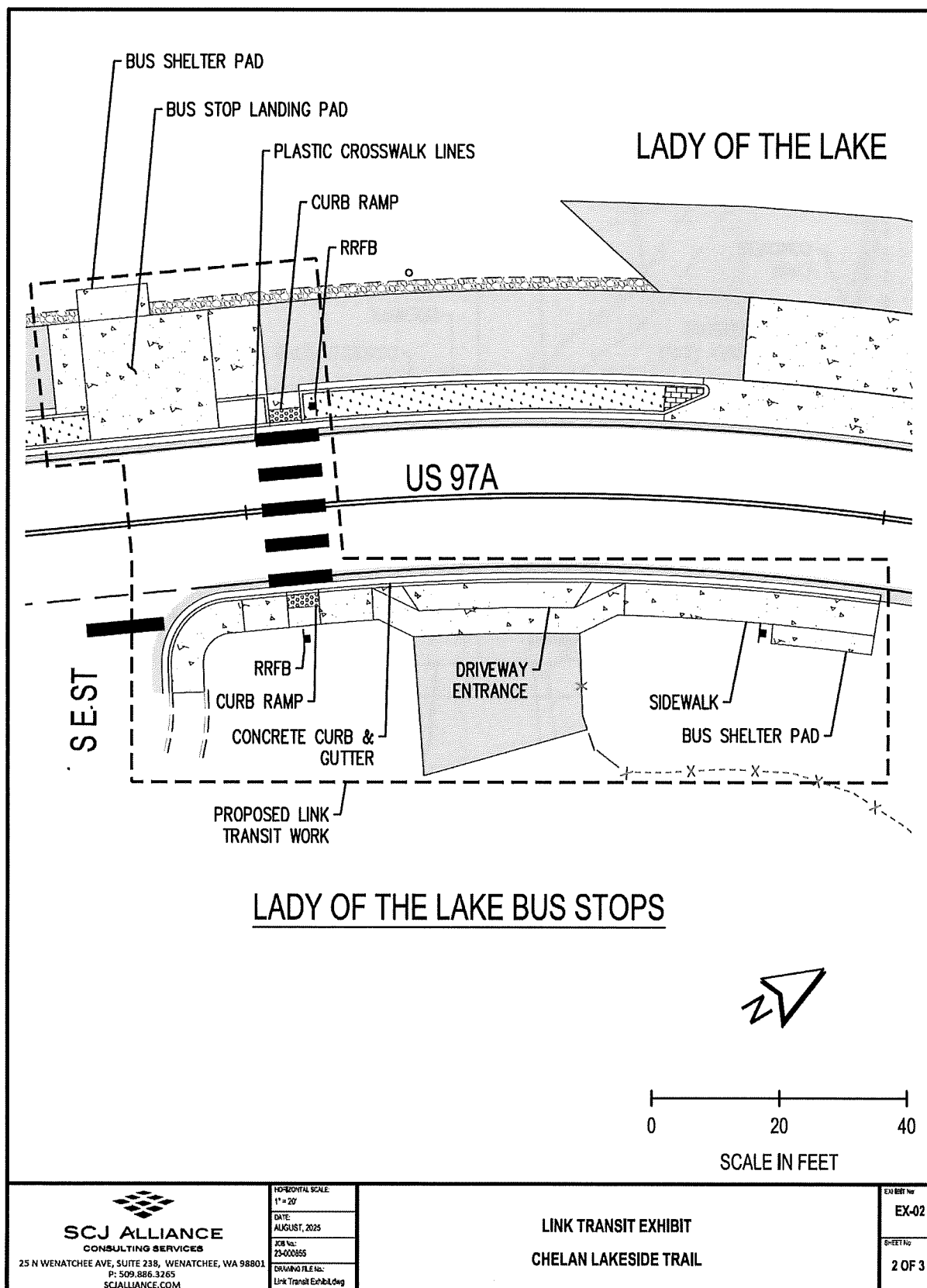


EXHIBIT B – continued

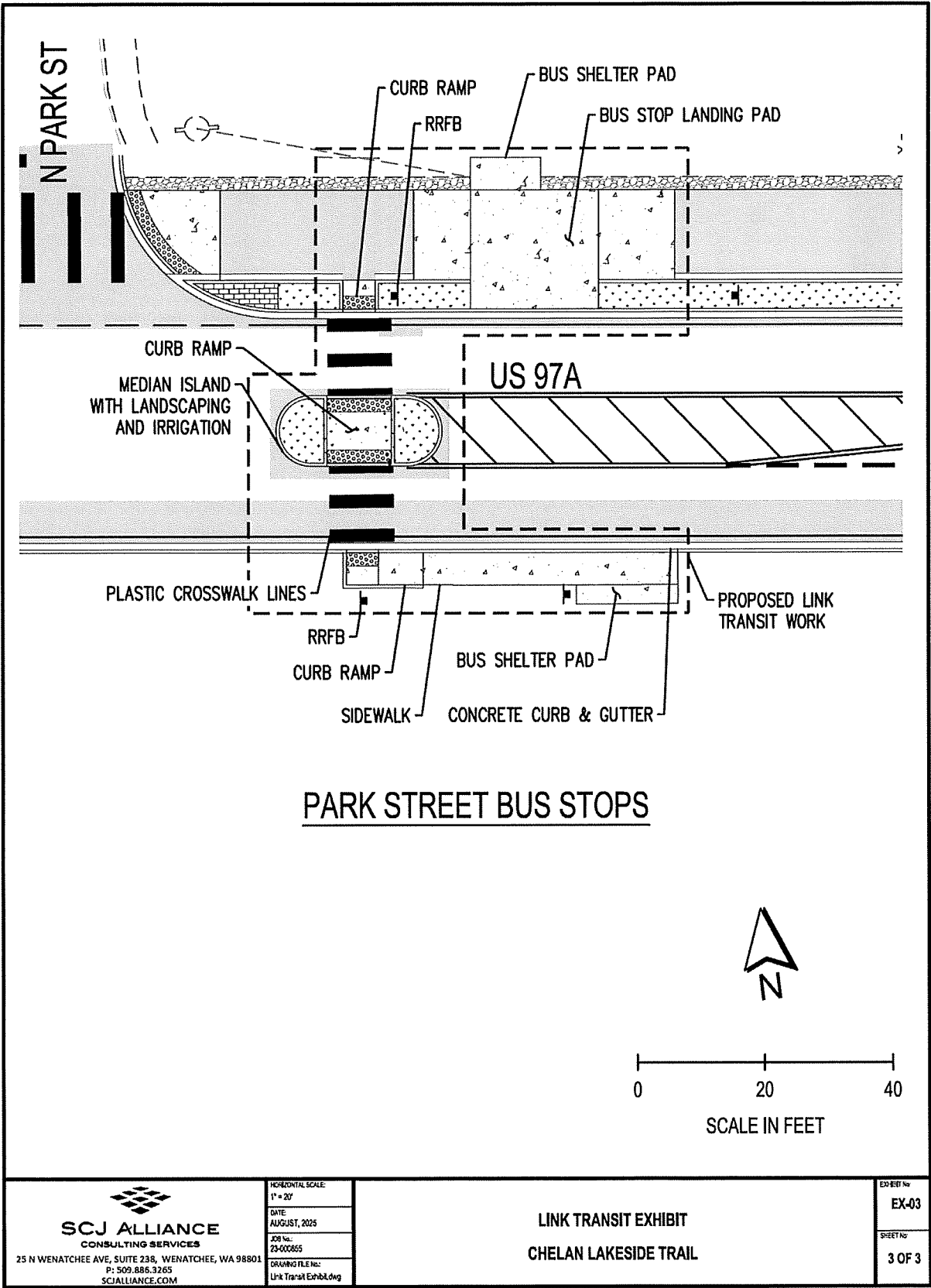


EXHIBIT B – continued



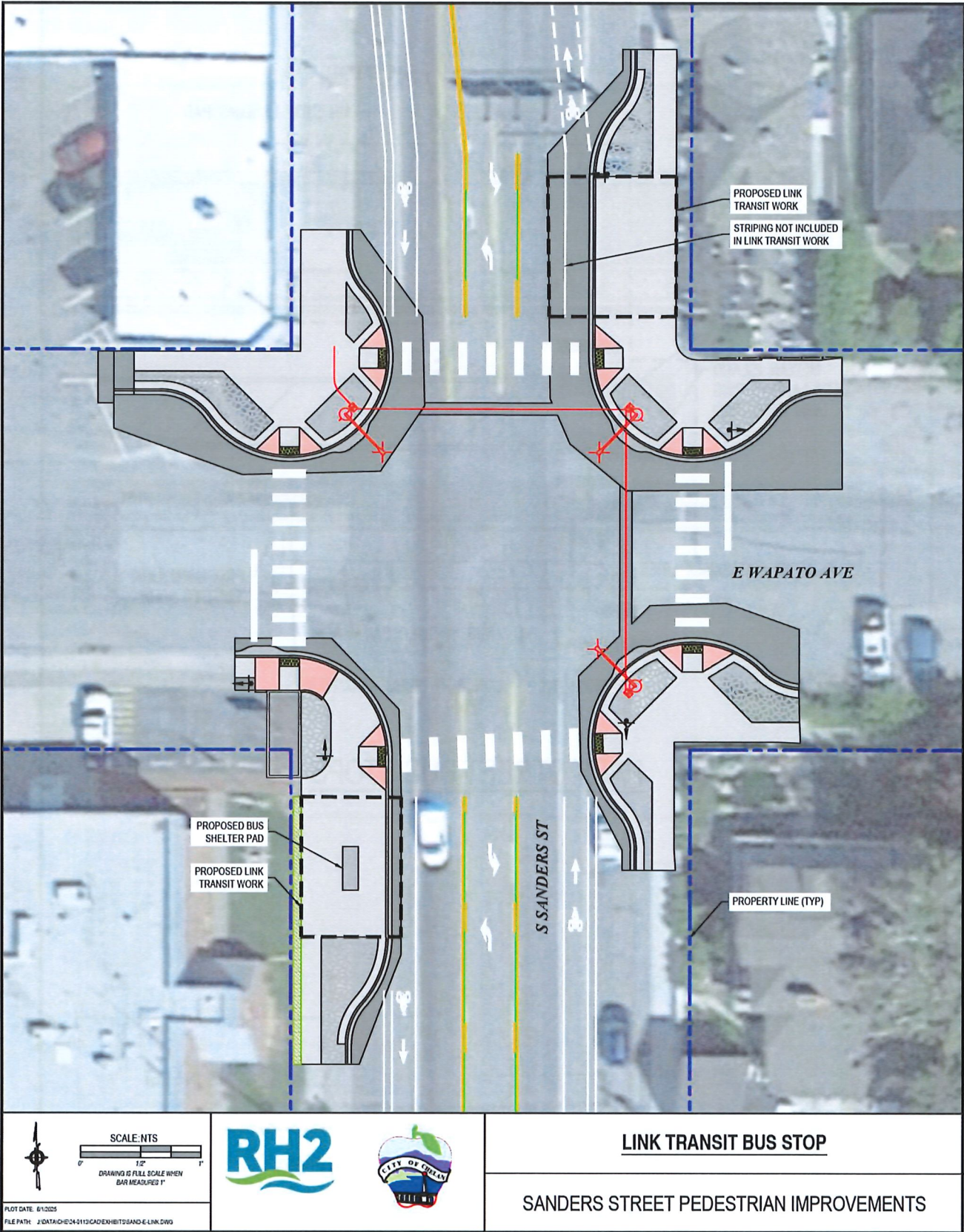




EXHIBIT “B” – continued

