INTERLOCAL AGREEMENT

THIS AGREEMENT is made between Chelan-Douglas Transportation Council (CDTC) and the Chelan/Douglas Public Transportation Benefit District (Link Transit) for the purpose of sharing costs to conduct Transportation Planning Activities.

RECITALS

- **A)** The Interlocal Cooperation Act, RCW 39.34, authorizes public agencies to enter into agreements with one another for cooperative action. CDTC and Link Transit, as Participating Entities, qualify as public agencies for purposes of RCW 39.34.
- B) CDTC and Link Transit desire to work together on the following described project for the benefit of the region. CDTC is serving as the lead agency to conduct transportation planning that will result in a Regional Pathways Master Plan for constructing multi-use transportation paths to connect the communities of Cashmere, Malaga, Rock Island and Leavenworth to each other and to the Apple Capital Loop Trail in the Wenatchee-East Wenatchee urban area; connecting the communities of Chelan and Manson; and, improving access to public transit in all of the identified communities and rural areas between the communities.
- C) CDTC will administer all Agreements with the contracted Consultants.
- **D)** The total cost of the transportation planning activities is estimated to be not less than \$1,140,000.
- **E)** The total amount of funding to be contributed by Link Transit for the transportation planning activities as described in [B] above, shall be \$100,000.

AGREEMENT

In consideration of the terms that this Interlocal Agreement contains, CDTC and Link Transit agree as follows:

- 1) Term. This Agreement shall be deemed effective upon the stamp of a Notary Public and recording with the respective County Auditor and/or placed on one or both Participating Entity websites. It shall terminate upon completion of the transportation planning activities described in [B] above.
- **2)** Administration of Agreement. Jeff Wilkens, CDTC Executive Director, shall administer this Agreement. The designated representative of each Participating Entity shall be responsible for reporting to their respective governing body.
- 3) Purpose. The purpose of this Agreement is to accomplish transportation planning activities that will result in a Regional Pathways Master Plan for constructing multi-use transportation paths to connect the communities of Cashmere, Malaga, Rock Island and Leavenworth to each other and

to the Apple Capital Loop Trail in the Wenatchee-East Wenatchee urban area; connecting the communities of Chelan and Manson; and, improving access to public transit in all of the identified communities and rural areas between the communities.

4) Payment. The funding contribution set forth above for Link Transit shall not be exceeded without the written authorization of Link Transit to supplement this Agreement. CDTC will invoice Link Transit in two equal increments: first during the month of January 2024 and again during the month of January 2025. Link Transit agrees to pay its established share within 30 days of invoice. Payment(s) not made within 30 days of invoice shall accrue interest at the rate of 12% per annum.

Link Transit agrees to share in the total cost, in the following amounts, to be invoiced on the following dates: January 2024: \$50,000 and January 2025: \$50,000.

- **5)** Authority. Each person signing this Agreement has the full authority to execute this Agreement and to bind the party on behalf of which they signed.
- **6) Applicable Law.** The law of the State of Washington shall govern this Agreement and all questions relating to it.
- 7) Venue. Venue of any action arising out of this Agreement shall be exclusively in a court of competent jurisdiction in Chelan County, Washington.
- **8)** Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same document. Signature pages may be compiled into one document for purposes of efficient recording of the Agreement.
- **9) Entire Agreement.** This Agreement constitutes the entire agreement between CDTC and Link Transit relating to the transportation planning activities. Any modification of the Agreement or additional obligation assumed by CDTC or Link Transit in connection with the Agreement shall be binding only if evidenced in writing and signed by both CDTC and Link Transit.

Jeff Wilkens

Executive Director

Chelan-Douglas Transportation Council

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Chief Executive Officer

Link Transit

NOTARY PUBLIC

(Link Transit)

STATE OF WASHINGTON

County of Chelan

On this 16th day of January , &	before me, the undersigned, a Notar	y Public in and for the
State of Washington, duly commissione	ed and sworn, personally appeared	-
andto r	ne known to be the Interlocal Agreement an	nd acknowledged that
sig	gned the same as	free and
voluntary act and deed, for the uses an	d purposes therein mentioned.	
Notary Signature	eto affixed the day and year first above writt	
Notary's Printed Name Notary Public in and for the State of War Residing at: Melan Country Public Actions Country Public In and for the State of War Residing at: Melan Country Public Actions Country Pu		O36686 Z
My commission expires: 11/30/	2026_	MINNIN'

NOTARY PUBLIC

(Chelan-Douglas Transportation Council)

STATE OF WASHINGTON

County of Chelan

On this <u>22</u> day of <u>January</u> , <u>2024</u> , before me State of Washington, duly commissioned and sworn, per			
and to me known to be the Interlocal Agreement and acknowledged that free and voluntary act and deed, for the uses and purposes therein mentioned.			
WITNESS my hand and official seal hereto affixed the day and year first above written. Notary Signature NOTARY SEAL			
CHAD DAGGETT Print Notary's Name	NOTAPL		
Notary Public in and for the State of Washington, Residing at: Dong (as County) My commission expires: 01-13-2026	WASHING THE THE PARTY OF THE PA		