



RESOLUTION 2025-16

A RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN LINK TRANSIT AND THE CITY OF CASHMERE FOR TRANSIT IMPROVEMENTS AND LICENSE FOR USE WITHIN THE CITY RIGHT-OF-WAY AND THE RIGHT TO WORK IN THE CITY RIGHT-OF-WAY

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements to jointly exercise their powers, privileges, or authority; and

WHEREAS, Link Transit provides transportation services to the public and is committed to providing transit amenities throughout the Chelan-Douglas Public Transportation Benefit Area, including the city limits of the City of Cashmere; and

WHEREAS, the City of Cashmere desires to grant Link Transit permission to access and use an existing shelter and transit stop within the City right-of-way on Mission Avenue, as depicted in Exhibit A to the attached agreement; and

WHEREAS, the City of Cashmere agrees to cooperate on the installation of pedestrian improvements, waive related City costs, and maintain the sidewalks after construction; and

WHEREAS, the Parties agree that entering into this Agreement is in the best interest of the citizens of both the City of Cashmere and Link Transit's Service Area.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of Link Transit hereby approves the attached Interlocal Cooperation Agreement between Link Transit and the City of Cashmere for transit improvements and authorizes the Chief Executive Officer to execute the Agreement.

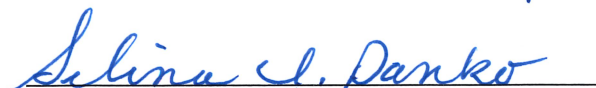
BE IT FURTHER RESOLVED that this resolution supersedes and replaces any prior resolutions or parts of resolutions that are inconsistent with the provisions set forth herein.

ADOPTED by the Board of Directors of Link Transit at a properly convened meeting thereof held on the 19 day of August 2025.

CHELAN-DOUGLAS PUBLIC TRANSPORTATION BENEFIT AREA AUTHORITY


By Board Chair Loyd Smith

The undersigned certifies that the foregoing Resolution was passed by the affirmative vote of 10 voting Board members of the Link Transit Board of Directors at a properly convened meeting of the Board at which a quorum of 11 voting and 0 non-voting Board members were present.


Selina Danko, Clerk of the Board

**Interlocal Cooperation Agreement Between Link Transit and the City of Cashmere for
Transit Improvements and License for Use within the City Right-of-Way and Right to Work
In City Right-of-Way**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into as of the Effective Date between Chelan-Douglas Public Transportation Benefit Area d/b/a Link Transit ("Link"), and the City of Cashmere (the "City"), collectively referred to as the "Parties," and individually sometimes each referred to as a "Party."

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 access and use the Shelter and Transit Stop (the "Existing Stops") within the City right-of-way on Mission Avenue, in Cashmere, Washington, which is depicted on the attached Exhibit "A"; and,
4. The placement of the Existing Stops on the Property as generally depicted on the images attached as Exhibit "A" constitutes a significant public investment, which is made in the best interest of the public; and,
5. Link Transit has expressed interest in constructing sidewalks adjacent to an existing transit stop on Mission Avenue (the "Property") which has adequate space and access for an Americans with Disabilities Act (ADA) compliant shelter access, which is generally depicted on the attached Exhibit "B"; and,
6. The City and Link desire to cooperate on the installation of these pedestrian improvements; and,
7. Link and the City agree there is a need for the sidewalks at the Property 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 bus stop improvements, on the terms set out below; and,
8. Link and the City agree that entering into this Agreement is in the best interest of the citizens of the City and the citizens within the boundaries of Link;

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

1. **Recitals and Purpose.** The recitals set forth above are made a part of this Agreement as if set forth in full herein. The purpose of this Agreement is to provide accessible transit amenities to the public by constructing sidewalks on the City Property, to increase pedestrian and transit safety. This Agreement is also entered into to memorialize the relationship and responsibilities of the Parties related to the Existing Stops which are identified on Exhibit "A" as "Existing Shelter" and "Existing Transit Stop".

2. Link's Obligations. Link shall:

- 2.1 Be responsible for maintenance, and repair of the Existing Stops and related improvements, including but not limited to, shelter, schedule kiosks, and other amenities that Link deems necessary in its sole discretion.
- 2.2 Maintain the Existing Stops and related amenities in a reasonably clean condition as determined by Link in its sole discretion.
- 2.3 Control and operate the Existing Stops, including, but not limited to bus operations and schedules related to the Shelter.
- 2.4 Construct the sidewalks on the Property at 100 percent Link expense.

3. City's Obligations. The City shall:

- 3.1 Grant Link access to the Existing Stops for repairs and maintenance as needed for the duration of the Agreement.
- 3.2 Grant Link permission to construct the sidewalks within the City's right-of-way at the location.
- 3.3 Waive all actual direct and related indirect City costs necessitated by this Agreement, including but not limited to, agreement preparation, plan review, project permitting, and construction inspection.
- 3.4 Be responsible for maintenance and repairs of the sidewalks on the Property and other constructed work upon construction completion, including, but not limited to, snow plowing and snow removal.

4. Existing Transit Stops. The City previously permitted Link to install the Existing Stops within City right-of-way on the Property. The Parties hereby memorialize the existence of said Existing Stops and the authority of Link to use and maintain the same for transit service on Mission Avenue. The Parties agree that all terms and obligations of the Parties set forth in this Agreement shall also apply to the Existing Stops.

5. Duration and Termination. This Agreement shall commence on the Effective Date of this Agreement and shall continue until terminated by mutual agreement of the Parties. In addition, 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 Shelter and amenities (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 Shelter and amenities. Link shall invoice the City for all costs associated with removal of the Shelter 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 Shelter and other transit amenities 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 Shelter by Link and members of the public.
7. **Administration.** This Agreement shall be administered by the Link CEO and the City Mayor,
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 shall be 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 state or federal law, the latter shall prevail, but in such event, the provisions of this Agreement affected 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.
14. **Effective Date.** The Effective Date of this Agreement shall be the date of approval of the legislation body of the second Party to approve the Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 19
day of August, 2025.

CHELAN DOUGLAS PTBA D/B/A LINK
TRANSIT

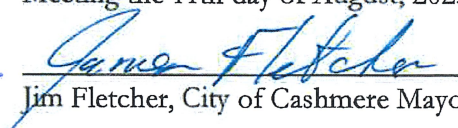
CITY OF CASHMERE

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



Nick Covey, CEO

Approved by the City Council of the City of
Cashmere, Washington at an Open Public
Meeting the 11th day of August, 2025.



Jim Fletcher, City of Cashmere Mayor

EXHIBIT A

Existing Shelter – Street View Image



Existing Transit Stop – Street View Image



EXHIBIT A - Continued

Existing Shelter (1) & Transit Stop (2) Map

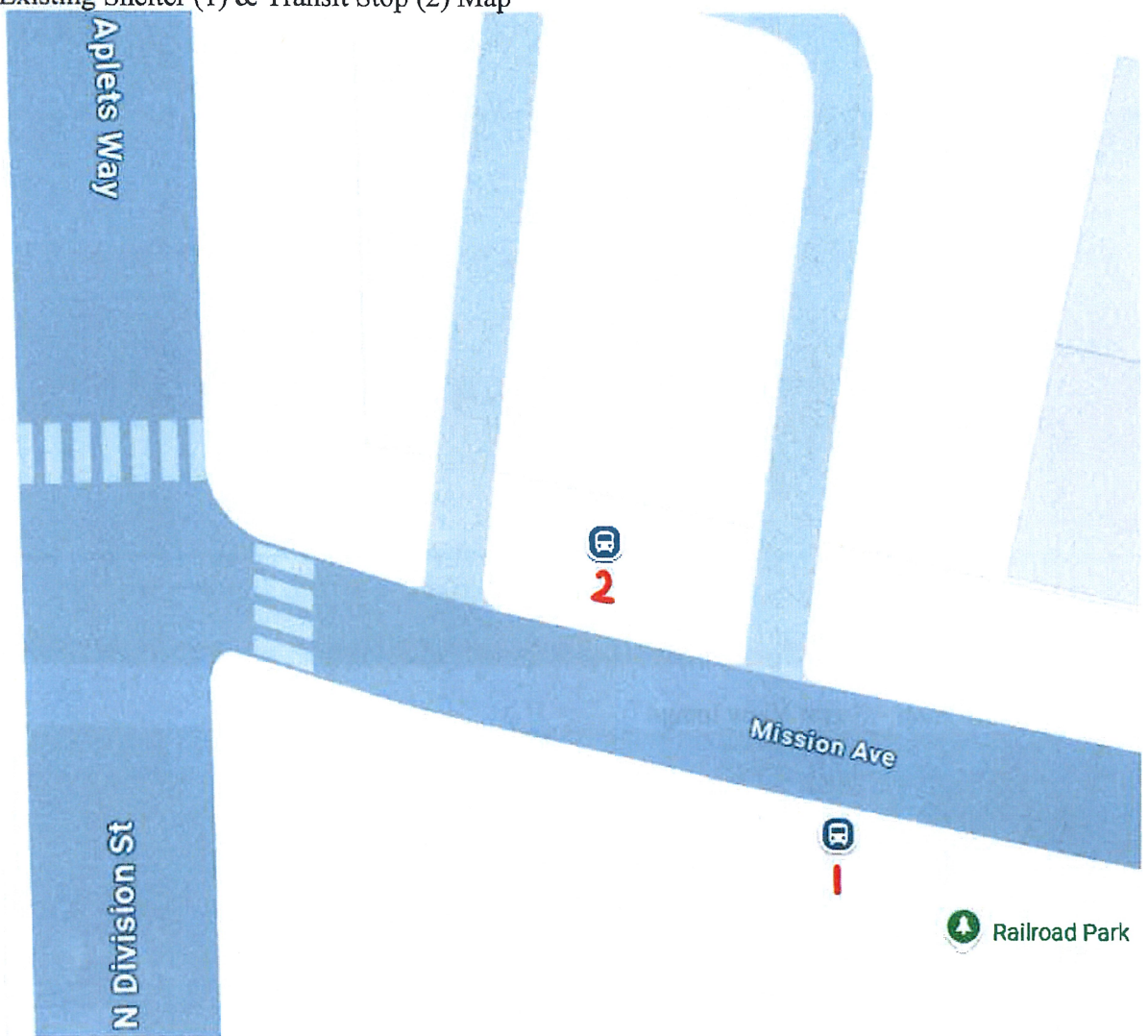


EXHIBIT B

