

**INTERLOCAL AGREEMENT
FOR CHARGER INSTALLATION**

This Interlocal Agreement (“Agreement”) is made this date by and between the Chelan-Douglas Public Transportation Benefit Area, d/b/a Link Transit, a Washington municipal corporation (“Link Transit”), and the City of Leavenworth (“City”). Link Transit and the City are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

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

WHEREAS, Link Transit provides public transportation services to the City, and

WHEREAS, Link Transit has constructed a park & ride lot, Willkommen Village, located at 200 Ward Strasse, in the City of Leavenworth (the “Lot”), and

WHEREAS, Link Transit adheres to the Washington State’s RCW 43.19.648, which requires all public agencies to use alternative fuels, where practicable, and

WHEREAS, Link Transit has purchased battery electric buses and in-ground inductive chargers to meet the Washington State’s RCW 43.19.648, and

WHEREAS, Link Transit has a need to install an in-ground inductive charger (“Charger”) at the Lot to recharge Link Transit’s battery electric buses, and

WHEREAS, the Charger and Charger infrastructure will be installed on both Link Transit’s property (the Lot) and the City of Leavenworth’s Right of Way, as depicted on Exhibit’s A, B & C attached hereto and incorporated herein.

WHEREAS, the City has agreed to allow installation of the Charger infrastructure in its Right of Way on the terms and conditions set forth herein;

NOW THEREFORE, the Parties mutually agree as follows:

AGREEMENT

1 The Recitals or “Whereas” provisions set forth above are incorporated herein as binding commitments of the Parties as if set forth in full.

2 Link Transit shall install and maintain the Charger and all charging infrastructure at its sole cost and expense. Link Transit shall restore the portions of the City Right of Way affected by the Charger installation to the condition existing prior to installation.

3 This Agreement is effective upon signing and shall remain in effect until terminated by either Party on not less than one hundred eighty (180) days notice to the other Party. In the event of termination, Link Transit shall remove its infrastructure from the Right of Way and restore the Right of Way to the condition prior to installation, less normal wear and tear.

4 Link Transit shall indemnify and hold Licensor harmless from and against claims, demands, causes of action, suits or judgments (including fees, costs and expenses) for deaths or injuries to persons or for loss or damage to property resulting from Link Transit's negligence or other intentionally wrongful conduct. The City understands and agrees that Link Transit is not an insurer and does not assume responsibility or duties of indemnity for damages or injuries not caused by the negligent or other intentionally wrongful conduct of Link Transit. The City shall indemnify and hold Link Transit harmless from and against claims, demands, causes of action, suits or judgments (including fees, costs and expenses) for deaths or injuries to persons or for loss or damage to property resulting from the City's negligence or other intentionally wrongful conduct. Link Transit understands and agrees that the City is not an insurer and does not assume responsibility or duties of indemnity for damages or injuries not caused by the negligent or other intentionally wrongful conduct of the City.

5 In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing Party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing Party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the court.

6 Any notices to be given hereunder by either Party may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested and email. Notices delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated as of the effective day of mailing, if prepaid. All notices shall be sent to the following address, unless actual notice in writing of a different address for notices is received by the other Party:

LINK TRANSIT
2700 Euclid Avenue
Wenatchee, WA 98801
Attention: Nick Covey

Email: nick@linktransit.com

CITY OF LEAVENWORTH

Attn: _____

Email: _____

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.

7 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.

8 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.

9 This Agreement may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile shall be deemed valid execution of this Agreement, binding on the Parties.

DATED the _____ day of _____, 20_____.

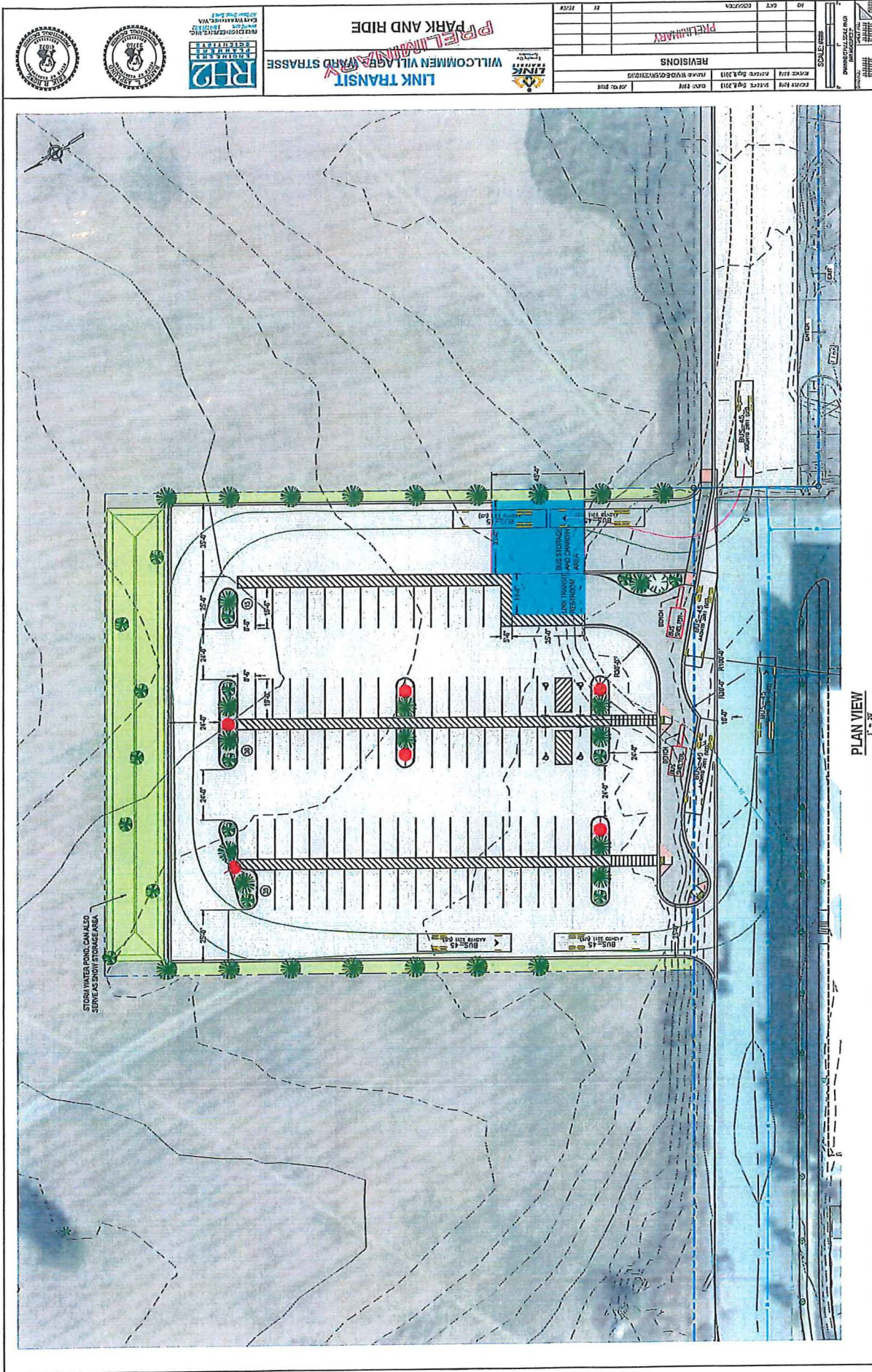
THE CITY of LEAVENWORTH

By: _____
Printed Name: _____
Its: _____

LINK TRANSIT

By: _____
Printed Name: _____
Its: _____

Exhibit A



NO.	DATE	DESCRIPTION
1	10/20/11	PRELIMINARY

REVISIONS

DATE: 10/20/11
PROJECT: 10/20/11
DRAWN: WYDEN/STEVENS

LINK TRANSIT
WILKOMMEN VILLAGG
PARK AND RIDE

PRELIMINARY

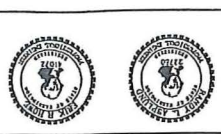
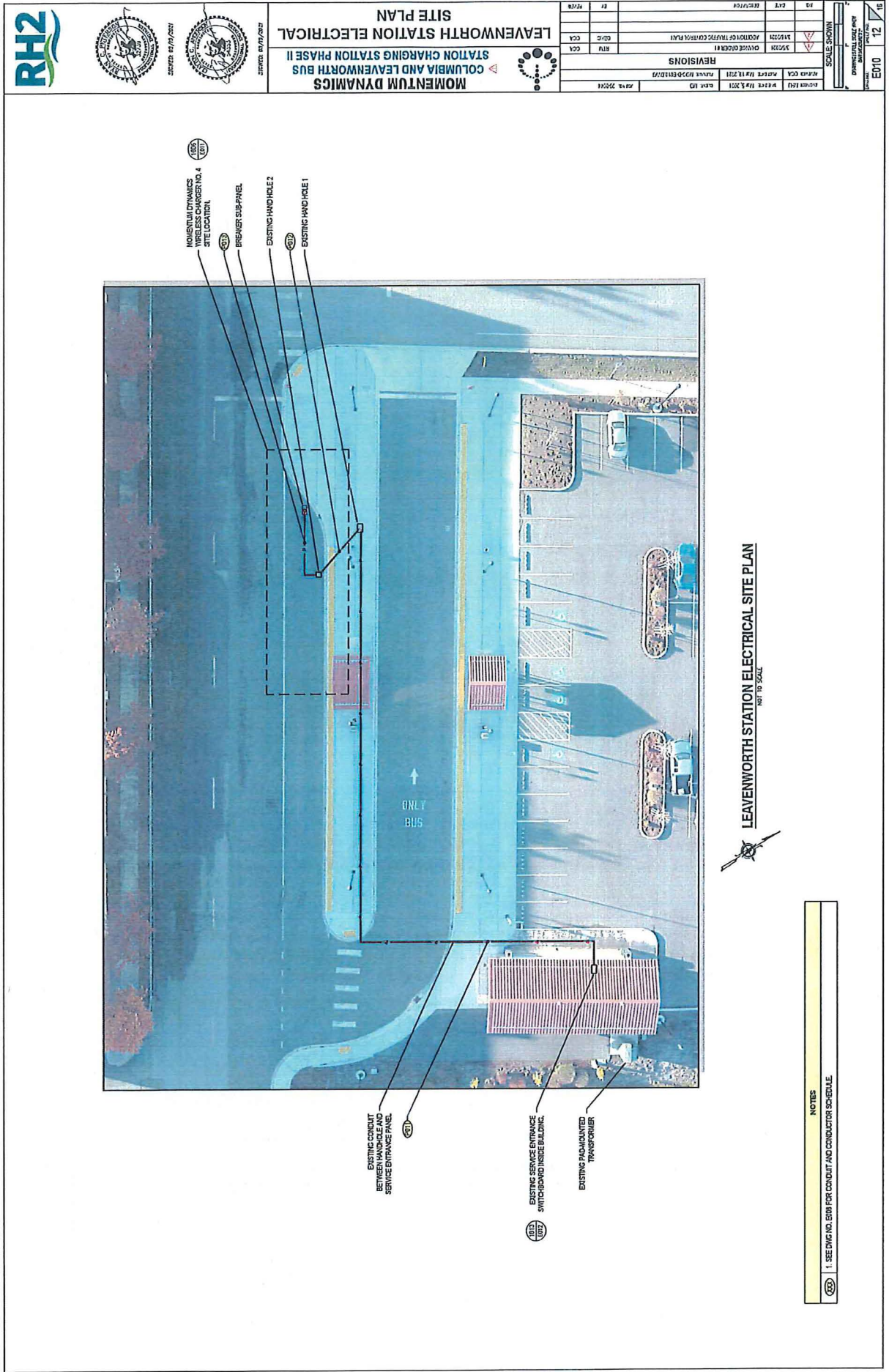


Exhibit B



LEAVENWORTH STATION ELECTRICAL SITE PLAN
NOT TO SCALE

NOTES
1. SEE DWG NO. E088 FOR CONDUIT AND CONDUCTOR SCHEDULE.

MOMENTUM DYNAMICS
COLUMBIA AND LEAVENWORTH BUS STATION CHARGING STATION PHASE II
SITE PLAN

DATE: 05/17/2024
DRAWN BY: [Signature]

NO	DATE	DESCRIPTION
1	05/17/2024	ISSUED FOR PERMIT
2	05/17/2024	REVISIONS
3	05/17/2024	REVISIONS
4	05/17/2024	REVISIONS
5	05/17/2024	REVISIONS

SCALE: 1" = 20'-0"

PROJECT NO: E088

DATE: 05/17/2024

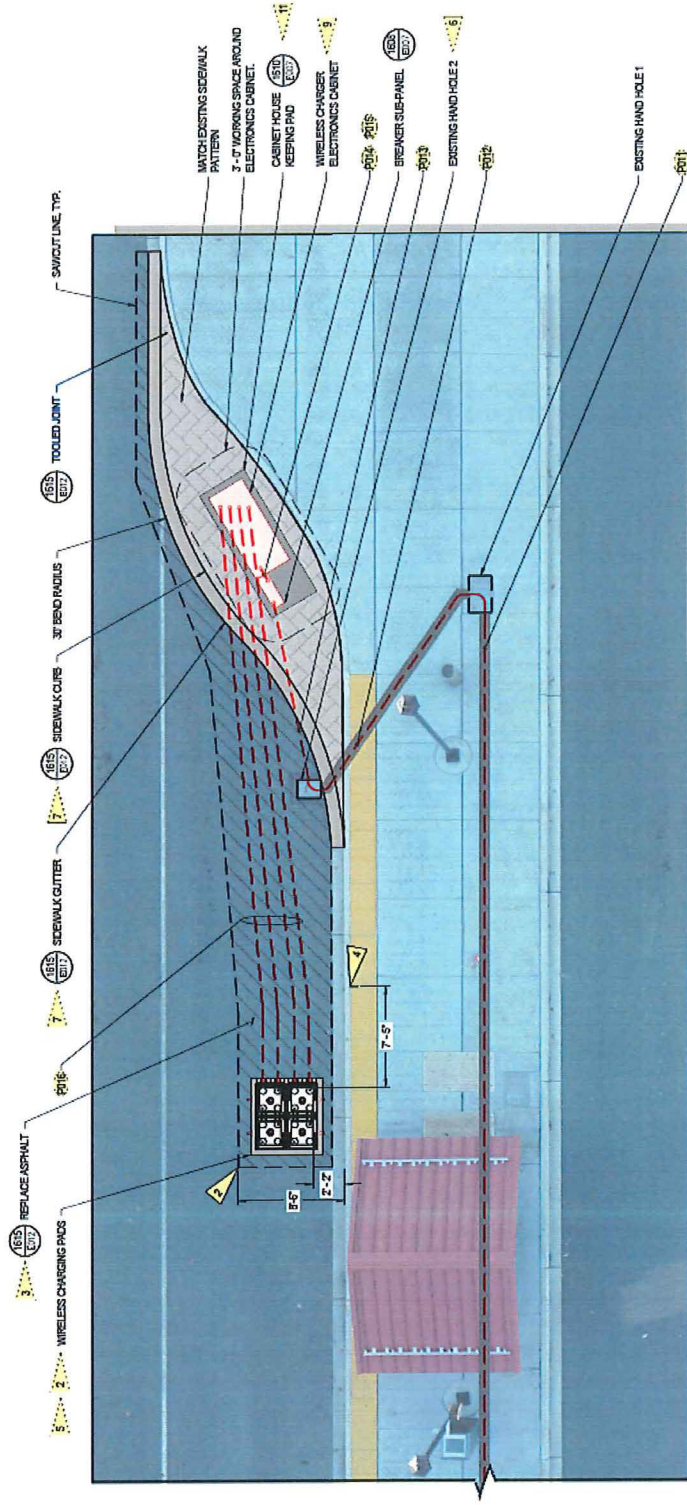
RH2

REGISTERED PROFESSIONAL ENGINEER
STATE OF MISSOURI
NO. 000000000

PROJECT: LEAVENWORTH STATION ELECTRICAL

DATE: 05/17/2024

Exhibit C



WIRELESS CHARGER NO. 4 PLAN VIEW

NOTES