

Filed for and Return to:
Andrea Fischer, City Clerk
City of Leavenworth
PO Box 287
Leavenworth, WA 98826

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Document Title: Interlocal Cooperation Agreement Between the City of Leavenworth and Link Transit for Glacier Parking Lot: Driver Single Stall Restroom
Grantor(s): City of Leavenworth and Link Transit
Grantee(s): City of Leavenworth and Link Transit
Reference Number(s) of Document Related, Assigned or Released: N/A
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**Interlocal Cooperation Agreement Between the City of Leavenworth and Link Transit for
Glacier Parking Lot: Driver Single Stall Restroom**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is hereby entered into this date by and between the CHELAN DOUGLAS PUBLIC TRANSPORTATION BENEFIT AREA d/b/a LINK TRANSIT ("Link"), and the CITY OF LEAVENWORTH (the "City"), collectively referred to as the "Parties."

RECITALS:

1. The City is in the process of designing a public restroom at the Glacier parking lot, located at 170 US Highway 2, as part of the City's Glacier Parking Lot Improvement Project (the "Project"). The Project is anticipated to be constructed in 2024.
2. Link desires to design and construct a single-stall restroom for the sole use of Link's staff at the Glacier parking lot.
3. The City and Link desire to cooperate in the design and construction of each agency's planned improvements, thus creating design, bidding, construction, and administrative efficiencies that provides a greater value to taxpayers. Link's single stall restroom is planned to be incorporated into the same building as the City's public restroom.
4. The City and Link enter into this interlocal cooperation agreement under the authority of Chapter 39.34 RCW to provide for the joint and cooperative exercise of their powers, privileges, and authorities to improve infrastructure.
5. A supplemental agreement to this Agreement will be executed prior to the completion of construction of the Project that details the ongoing repair, stocking, cleaning and maintenance roles and responsibilities of both the City and Link related to the completed public restroom and Link's single stall restroom

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

1. Purpose. The purpose of this Agreement is to provide for the design and construction of the Link's restroom in the Project concurrent with the Project construction improvements.

2. Scope of Work. The scope of work set forth by this Agreement includes all items of work necessary for a fully functional single-stall restroom, including but not limited to the design, permitting, bidding, construction and related construction services.

3. Link's Obligations. Link shall:

3.1 Approve 100% Plans, Specifications and Estimate (PS&E) package and Contract for bid advertisement. The City shall be identified as the "owner" in the Contract.

3.2 Provide for and make reimbursement of any and all costs incurred by the City associated with the design and construction of Link's restroom improvements. Link's cost for the following items shall not exceed a total of \$150,000.00 including Washington State Sales Tax as applicable without written approval by both Link and the City:

- (a) Design services;
- (b) Permit preparation, review, and submittal;
- (c) Construction of all of Link's related improvements in accordance with the 100% Plans and Specification. Link shall be responsible for any change orders made at Link's request.

3.3 Provide for and make reimbursement of any and all costs incurred by the City associated with processing of change orders requested by Link.

3.4 Be responsible for its staff coordination with the City and the City's consultant.

4. City's Obligations. The City shall:

4.1 Administer the design portion of Link's restroom, including

- (a) Coordinating with the City's design consultant;
- (b) Incorporating Link's review comments;
- (c) Facilitating all project permitting;
- (d) Delivering 90% and 100% plan sets for Link review.

4.2 Incorporate the engineering design and specifications for Link's improvements in the City's construction plans for the Project.

4.3 Administer the bidding and contract award for the Project, including:

- (a) Preparing bid documents;
- (b) Advertising for construction bids; and

- (c) Awarding of the construction contract to the lowest responsible bidder based on the lowest total submitted for all schedules of work.

4.4 Administer the construction contract, including:

- (a) Preparation and delivery of Notice of Award and Notice to Proceed to the contractor;
- (b) Scheduling the construction work with the contractor;
- (c) Inspection of all Project work;
- (d) Communicating with the contractor;
- (e) Disbursement of payments to the Project contractor; and
- (f) Administration of change orders, although Link shall have final authority for review and approval of any change order that affects Link's improvements; and
- (g) Contract closeout.

4.5 Provide construction observation, documentation, material testing, and field-testing services, for the construction of Link's improvements.

4.6 Be responsible for the administration, management, and budget for this Project.

4.7 The City agrees that Link reserves the right to inspect and approve all work done on Link's portion of the project for consistency with the Plans and Specifications prior to Link being obligated to pay the City its costs for such work.

5. Unexpected Changes. Link and the City recognize that unanticipated or unexpected changes to the project plans may be necessary as the project develops. Link and the City will cooperate to address any unanticipated or unexpected circumstances that may require a change in the design or construction of the Project and/ or that may require additional expenditures beyond those budgeted. Link and the City will further cooperate in the allocation of any such additional costs with consideration of the party (if any) responsible for the cost and the extent to which the changes benefit Link or the City.

6. Duration and Termination. This Agreement shall become effective upon the filing of the executed Agreement with the Chelan County Auditor pursuant to RCW 39.34.040. This agreement will terminate when the Project is completed and when the final payment for Link's portion of the Project is received by the City from Link.

7. Payment by Link to the City. Link shall pay the City for Link's related portion of the project. Link shall pay the City 100% of the amount of the actual cost to construct the items shown in Link's portion of the bid schedule, including Washington State Sales Tax. In the event a change order requested by Link related specifically to work of benefit to Link only occurs, Link shall pay all of the costs of any such change order. Link shall make periodic progress payments as invoiced by the City to the City. Each progress payment, subject to the terms of this agreement, and the final payment are due within 45 days of the date the payment request is mailed by the City to Link, provided the request is supported by adequate information of work completion.

8. Records. The City shall keep and maintain accurate and complete cost records pertaining to the Project and this Agreement. Link shall have full access and the right to examine any such records during the term of this Agreement. All records, books, documents and other materials maintained, prepared, or issued by Link in the implementation of this Agreement shall be the property

of Link, which shall have the responsibility of the retention and release of those materials. In the event of any public record requests City and Link shall cooperate in responding to such requests.

9. Mutual Indemnity. 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 the City's portion of the Project.

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 portion of the Project.

10. Severability. In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All other provisions of this Agreement are severable, and the unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions.

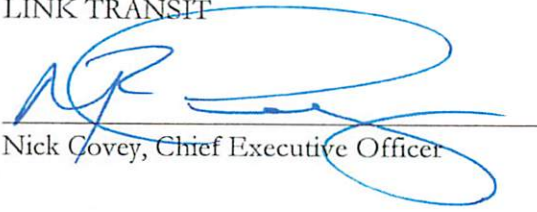
11. Construction. This agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

12. Mutual Negotiation and Construction. 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.

13. Governing Law; Venue. This Agreement is governed by the laws of the state of Washington, without regard to its conflict of law provisions. The jurisdiction of any action hereunder shall be in the Superior Court, Chelan County, Washington.

INWITNESS WHEREOF, the parties hereto have executed this Agreement on this 13th day of February, 2024.

LINK TRANSIT



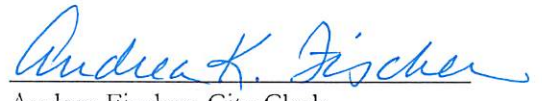
Nick Covey, Chief Executive Officer

CITY OF LEAVENWORTH



Carl Florea, Mayor

Attest:



Andrea Fischer, City Clerk