

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
LINK TRANSIT AND THE CITY OF LEAVENWORTH
FOR
PARK AND RIDE ACCESS STREET**

This Interlocal Cooperative Agreement ("Agreement") is entered into between Chelan Douglas Public Transportation Benefit Authority, d/b/a/ LINK Transit ("LINK"), and the City of Leavenworth, Washington ("City"), both Washington municipal corporations, and sometimes collectively referred to herein as the "Jurisdictions". This Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

The Jurisdictions hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide for interlocal cooperation between the Jurisdictions for the construction and maintenance of a local street to provide access to the LINK Park and Ride Lot from Highway 2 ("Access Street"), as shown in the attached Exhibit A. The Access Street includes a portion of the local road referred to as Ward Strasse. For purposes of this Agreement, the affected portions of Ward Strasse shall be included in the definition of the Access Street. LINK's use of the Access Street shall be given priority over other users of the Access Street in order to ensure access to the Park and Ride Lot.

2. City Obligations. The City shall:

- 2.1. Provide and/or obtain all right-of-ways, easements (including temporary construction easements), or other property interests in the name or for the benefit of LINK needed for construction of the Access Street which serves the LINK Park and Ride Lot;
- 2.2. Pay all costs of normal and routine maintenance of the Access Street upon completion of construction of the Access Street;
- 2.3. Maintain and operate the Access Street, and any other associated or adjacent rights-of-way constructed or improved by the City, as a City street pursuant to the Leavenworth Municipal Code ("LMC"), as existing or hereafter amended. In the event Link's use of the Access Street requires maintenance in excess of the standard maintenance provided by the City for City streets, Link shall be authorized to provide additional maintenance to the Access Street in excess of the City street standards to meet Link's specific needs or standards;
- 2.4. Construct, maintain and operate any future or additional improvements to the Access Street or adjacent rights-of-way. In the event the City proposes to construct or install any future or additional improvements to the Access Street that may adversely impact LINK Transit's use of the Access Street, as determined by LINK Transit in its reasonable discretion, the City shall be

required to obtain approval from LINK Transit prior to construction of any such improvements; and

- 2.5 Pay for, or cause other responsible parties to pay for, any costs of construction or improvement to the Access Street or territory adjacent to the Access Street in excess, addition, or beyond those improvements that are proposed to be constructed or installed by LINK as set forth in Section 3 of this Agreement. In other words, the City shall be solely responsible for any construction or improvement to or affecting the Access Street other than what has specifically been agreed to be constructed by LINK as part of the Access Street improvements set forth in Section 3.

3. LINK Transit Obligations. LINK Transit shall:

- 3.1. Obtain necessary construction permits from the City, County and/or State of Washington for initial construction of the Access Street;
- 3.2. Construct the Access Street, pursuant to the minimum standards required for use by LINK and authorized by the LMC. Such improvements may include, but are not limited to:
 - 3.2.1 The approximately twenty feet wide paved portion of the Access Road extending from Highway 2 to LINK's Park and Ride Lot as further depicted in Exhibit A, pursuant to the LMC and adopted standards and specification of the City and agreed by LINK (the final design is subject to approval by the Public Works Director for the City, whose approval shall not be unreasonably withheld);
 - 3.2.2 Limited intersection improvements needed to provide access to the Access Street from Highway 2 (which improvements are identified in Exhibit A and included as part of the Access Street), constructed pursuant to the LMC and adopted standards and specification, and agreed by LINK;
 - 3.2.3 Frontage improvements along the Access Street between the LINK Park and Ride and the round-a-bout or turnaround (this section of the Access Street is also commonly known as "Ward Strasse" Road) pursuant to LMC and as agreed by LINK;
 - 3.2.4 LINK "round about" or turnaround;
 - 3.2.5 Crosswalks within the Access Street; and
 - 3.2.6 Any other necessary infrastructure compliant with the adopted standards and specifications and agreed by LINK;
- 3.3. Pay all costs, including engineering and other studies or reports necessary for permits, approvals and the initial construction of the Access Street referenced in Section 3.1;
- 3.4. Review and inspect Access Street improvements prior to acceptance of the Access Street by the City. Supervision, review and inspection of the Access Street shall be coordinated and/or in conjunction with the City and other jurisdictions with authority over the Access Street construction project to the

extent reasonably necessary or required; and
3.5. Request review and comments by the City prior to finalizing plans for the Access Street improvements.

4. Procedures and Indemnity. Where a Jurisdiction is obligated to take an action and to do work under this Agreement, the action shall be undertaken in compliance with all applicable laws, including but not limited to competitive bidding laws and prevailing wage requirements to the extent applicable. Where a Jurisdiction is obligated to take an action, to do work, or to pay for an action or work, it shall full save, indemnity, and hold the other jurisdiction under this Agreement harmless with respect to all claims or expenses associated with the action, work, or obligation to pay. In the event of concurrent negligence, this obligation to indemnity shall be limited to the respective fault of the Jurisdiction.

5. Filing and Effective Date. This Agreement will take effect on the date of filing the Agreement with the Chelan County Auditor.

6. Duration and Termination. This Agreement will terminate upon mutual written mutual agreement of the Jurisdictions.

7. Written Agreements Required. LINK and the City may mutually amend, modify, supplement or terminate this Agreement in a writing duly signed and approved by each Jurisdiction.

8. Additional Agreements. Additional or supplemental agreements between LINK and the City and additional Agreements between either or both of the Jurisdictions and other public agencies, private organizations, consultants, companies, or persons may be useful and necessary to achieve the purpose of this Agreement. The Jurisdictions agree that either or both of the Jurisdictions may participate in additional agreements as necessary to lawfully accomplish the purpose of this Agreement. The Jurisdictions further agree that additional public agencies and private organizations and persons may contribute toward the cost of development, maintenance, and anticipated expansion of the Access Street.

9. No Separate Entity; Independent Contractor. It is not the Jurisdictions' intentions that a separate legal entity be established to conduct the cooperative undertaking contemplated by this Agreement. Services provided by each Jurisdiction under this Agreement are those of an independent contractor. Employees or consultants of LINK are and will remain employees or consultants of the LINK. Employees or consultants of the City are and will remain employees or consultants of the City.

10. Legal Relations; Indemnification. LINK shall indemnify, defend, and hold harmless

the City from and against claims, suits, and/or other actions arising from negligent or intentional act or omission of LINK employees, agents, and/or authorized contractors while performing this Agreement. The City shall indemnify, defend, and hold harmless LINK from and against claims, suits, and/or other actions arising from negligent or intentional act or omission of City employees, agents, and/or authorized contractors while performing this Agreement.

11. Property and Equipment. Except as otherwise provided for herein, upon termination of this Agreement, all property and equipment purchased by the City in furtherance of this Agreement shall remain property of the City and all property and equipment purchased by LINK in furtherance of this Agreement shall remain property of LINK. Any right-of-way or easement purchased or obtained by the City for maintenance and later expansion of the Access Street shall remain property of the City. All property and equipment shall be returned to the respective owners within a reasonable time after termination of this Agreement.

12. Records. The records and documents of each Jurisdiction related to all matters covered by this Agreement shall be retained and available for inspection for the longer of three (3) years after the termination of this Agreement or the longest period required by law or regulation.

13. Disputes. In the event that a dispute arises under this Agreement and prior to initiation of any legal action, authorized representatives of each Jurisdiction shall meet and negotiate in good faith to attempt to resolve the dispute.

14. Governing Law; Venue. This Agreement is governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other proceeding for enforcement of this Agreement shall be instituted only in the Superior Court of Chelan County, State of Washington.

15. Attorney Fees; Costs. If it is necessary for either Jurisdiction to utilize the services of an attorney to enforce any of the terms of this agreement, each Jurisdiction shall be responsible for its own attorneys' fees and costs.


16. 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.

17. **Entire Agreement.** This instrument embodies the whole agreement of the Jurisdictions. There are no promises, terms, conditions, or obligations between the Jurisdictions with regard to the subject matter of this Agreement other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written between the Jurisdictions about the subject matter of the Agreement.

In WITNESS WHEREOF, the parties have signed this Agreement on the dates and year written below.

AGREED AND APPROVED THIS 22 DAY OF MARCH 2017.

CHELAN-DOUGLAS PUBLIC
TRANSPORTATION BENEFIT AREA
D/B/A LINK TRANSIT



Richard DeRock, General Manager

ATTEST:


Maria Hansen
Clerk of the Board/Executive Assistant

Dated: March 21, 2017

APPROVED AS TO FORM


Julie K. Norton
Attorney for Link Transit

Date: 3-22-17

AGREED AND APPROVED THIS 28 DAY OF March 2017.

CITY OF LEAVENWORTH,
CHELAN COUNTY, WASHINGTON



Cheri Kelley Farivar, Mayor

ATTEST:

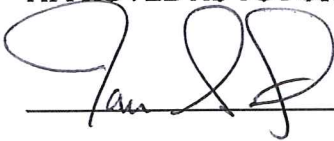


City Clerk

Dated: 3/28/2017

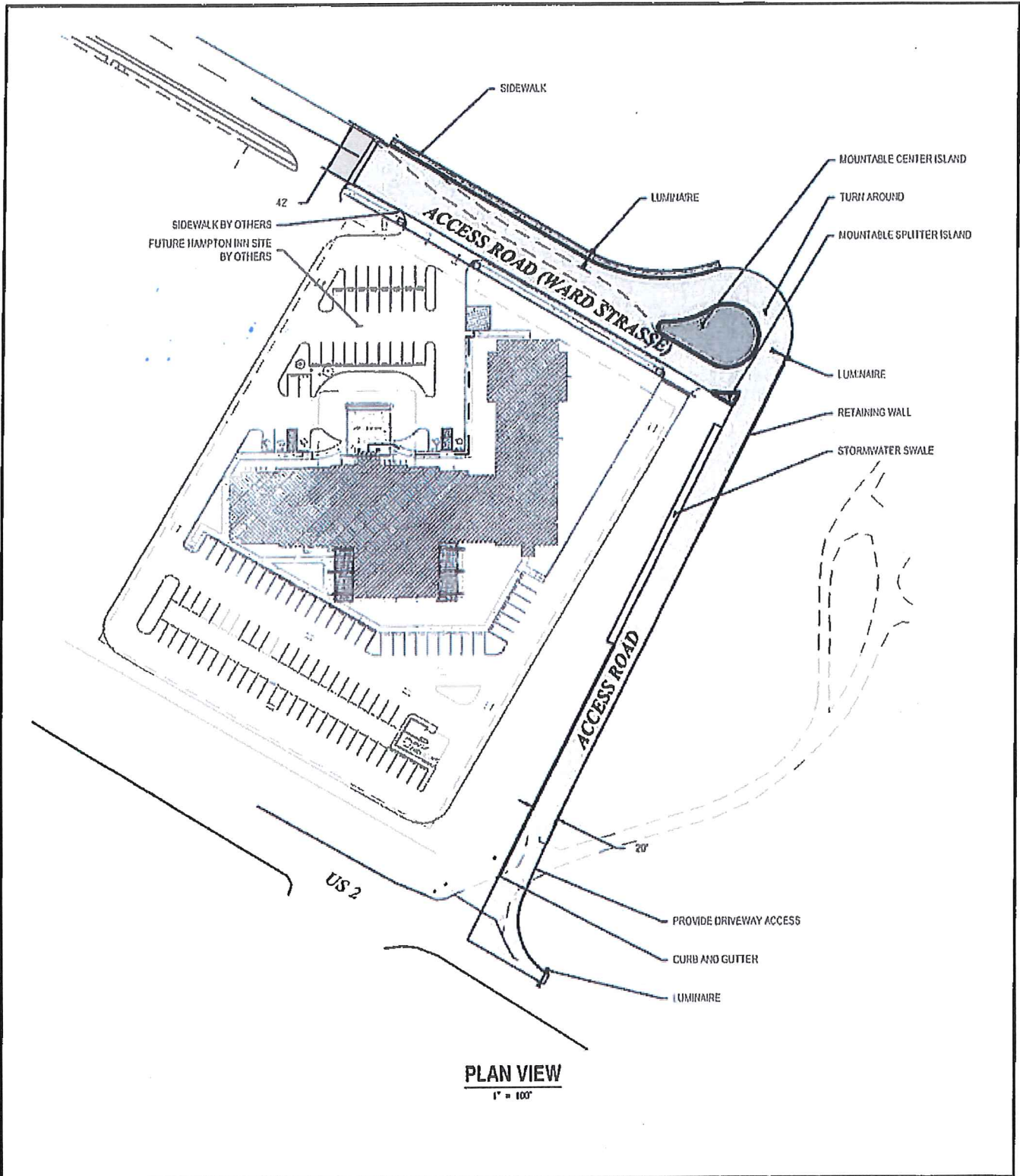
Seal

APPROVED AS TO FORM:



Attorney for the City of Leavenworth

Date: 3-28-2017



PLAN VIEW
1" = 100'

SCALE: NTS

 0' 10' 20'
 GRAPHIC SCALE WHEN DRAWN AT THIS SCALE

RH2
 ENGINEERS
 ARCHITECTS
 PLANNERS
 1100 ENGINEERING, INC.
 1100 12th St
 EAST WENATCHEE, WA
 98825-1212

LINK TRANSIT
 Connecting Our
 Communities

EXHIBIT A
 NIS

LINK TRANSIT ACCESS ROAD