

## INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made this date by and between the Chelan-Douglas Public Transportation Benefit Area, a Washington municipal corporation ("LINK TRANSIT"), and the City of Chelan ("The 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, the placement of a bus shelter and park and ride lot located in the City, constitutes a significant public investment, which is made in the best interest of the general public; and

WHEREAS, Link Transit and the City agree there is a need for a bus shelter and park and ride lot Located on Highway 97A, and

WHEREAS, Link Transit provided funding and installed a passenger shelter and pedestrian facilities at the Park and Ride location, and

WHEREAS, the Washington State Department of Transportation (WSDOT), Link Transit and the City provided funding to construct this park and ride lot in 1993, and

WHEREAS, the Park and Ride lot is clearly in the sole ownership of the City, and

WHEREAS, The passenger shelter and the adjacent passenger amenities are the property of Link Transit and have been installed on WSDOT right of way in the City, and

WHEREAS, It is in the interest of the Parties to have a clear understanding of the partners responsibilities regarding the maintenance and operations of shelter and park and ride lot, now therefore,

Link Transit and The City agree to the following

- Daily maintenance and repairs of the shelter will be the responsibility of Link Transit.
- Daily maintenance and repairs of the park and ride lot, including surrounding landscaping and fence will be the responsibility of the City.
- Long term maintenance and/or repairs of the shelter and amenities will be the sole responsibility of Link Transit.
- Long term maintenance and repair of the Park and Ride lot will be the sole responsibility of the City.
- If the City desires to change the use or rules of operations of the Park and Ride lot, they will provide at least 60 days' notice to Link Transit.
- If Link Transit desires to move, delete or modify its shelter or stop location adjacent to the Park and Ride lot, they will provide at least 60 days' notice to the City.

*Set out below are the terms of the care and maintenance.*

#### TERMS

1. Link Transit agrees to be responsible for the daily maintenance and repairs to the Shelter. This shall include, but not be limited to:
  - Daily Maintenance and repairs will consist of minor repairs, keeping shelter free of garbage, windows clean, pathways and shelter floor clean.
  - Garbage removal – as needed
  - Clean and repair broken glass as needed
  - Maintenance and repair of lighting, signage, or other items related to the shelter and amenities
  - Clean shelter floor and pathway to shelter weekly.
  
2. The City agrees to be responsible for the daily maintenance and repairs to the Park and Ride Lot, including surrounding landscaping and fence. This shall include, but not be limited to:
  - Daily Maintenance and Repairs will consist of minor repairs, by keeping Park & Ride Lot clean and neat, surrounding landscaping and fence mended.
  - Restriping Park & Ride Lot as needed.
  - Parking enforcement when necessary
  - Keep landscaping vibrant and healthy.
  - Keep surrounding sidewalks clean and free of garbage.
  - Remove snow in Park and Ride Lot and sidewalks.
  - Periodic resealing or repaving of the lot surface.
  
3. Link Transit shall have total control of bus operations and schedules relative to the Shelter, and the use of the Shelter.
  
4. This Agreement is effective upon signing and shall continue for an indefinite term; provided, however, either Party may terminate this Agreement at any time by providing ninety (90) days' written notice of termination to the other party.
  
5. Link Transit shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from and against claims, losses, 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 negligent actions or inactions or other wrongful conduct arising out of or in connection with the performance of this Agreement. 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 wrongful conduct of Link Transit. The City shall indemnify and hold Link Transit, its officers, officials, employees and volunteers 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 negligent actions or inactions or other wrongful conduct arising out of or in connection with the performance of this Agreement. 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 wrongful conduct of the City.

6. The City as a government agency, reserves the right to restrict access to the premises in the event of declared emergency or incident or in the interest of public safety.
7. If the Shelter is damaged, destroyed, condemned or transferred in lieu of condemnation, The City may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Link Transit no more than sixty (60) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.
8. Attorney's Fees and Costs. Except as otherwise specially provided in the indemnification provision of the agreement each Party shall bear its own attorney's fees and costs in the resolution of a dispute or litigation. 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 Chelan  
P.O.Box 1669  
Chelan, WA 98816  
Attention: City Administrator

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.

9. 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.
10. 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.

11. This document 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 4 day of MARCH, 2016.

**THE CITY OF CHELAN**

By: Mike Cooney  
Printed Name: Mike Cooney  
Its: Mayor

**LINK TRANSIT**

By: [Signature]  
Printed Name: Richard DeRock  
Its: GENERAL MANAGER