

**ADDENDUM NO. 2  
TO INTERLOCAL AGREEMENT FOR PARK AND RIDE**

THIS ADDENDUM NO. 2 ("Addendum No. 1") is made and entered into by and between Chelan-Douglas Public Transportation Benefit Area d/b/a Link Transit, a Washington municipal corporation ("Link Transit"), and the City of Leavenworth, a Washington municipal corporation ("City"). Link Transit and City are collectively referred to herein as "Parties" and each individually as a "Party".

**RECITALS**

- A. The Parties previously entered into that certain Interlocal Agreement for Public Restroom and Park and Ride Maintenance, dated July 17, 2018 ("Agreement"), wherein the Parties agreed to operate and maintain a public restroom and park and ride bus station in the City known and referred to as the Willkommen Park and Ride ("Park and Ride").
- B. Pursuant to the Agreement, the City is required to provide general maintenance to the Willkommen Park and Ride.
- C. The Parties have agreed that Link will contract for snow removal services to be provided to the Park and Ride and the City will reimburse Link for one half (1/2) the cost of such services.
- D. The Parties previously entered into Addendum No. 1 to Interlocal Agreement for Park and Ride ("Addendum No. 1") to set for the terms related to snow removal services. The First Addendum expired by its terms on or about April 1, 2020.
- E. The Parties now desire to enter into this Addendum No. 2 to further extend and memorialize and the terms and conditions upon which Link will contract to provide snow removal services for the Park and Ride and the City will participate in payment for such services.

**AGREEMENT**

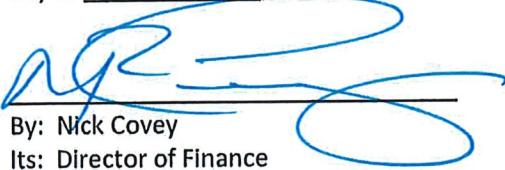
- 1. Recitals. The Recitals set forth above are incorporated herein by this reference.
- 2. Term. The term of this addendum shall extend from December 1, 2020 and shall continue until terminated as further set forth herein ("Term").
- 3. Snow Removal Service. Link shall contract with DGS Landscaping or other qualified company selected by Link ("Contractor"), to provide snow removal services to the Park and Ride as needed or requested by Link during the Term, and in accordance with a scope of work agreed between Link and Contractor. The Parties agree that the snow removal services provided by Contractor will include plowing of both the Park and Ride lot and sidewalks.
- 4. Payment for Service. The City shall pay or reimburse Link for one half (1/2) the cost to remove snow from the Park and Ride as invoiced by the Contractor to Link. The Contractor shall invoice Link for snow removal services provided to the Park and Ride on a monthly basis during the Term. Upon receipt of the Contractor's invoice for service, Link shall remit payment as required by the invoice to the Contractor. Link will also provide an invoice to the City to provide payment or reimbursement to Link. The City shall remit payment to Link within fifteen (15) days of receipt of the invoice or request for payment from Link.
- 5. Termination. This Agreement may be terminated by either Party upon thirty (30) days advance written notice of intent to terminate (for any or no reason). Notwithstanding the foregoing, unless termination is "for cause," a termination for no reason or without cause shall not be effective

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until the underlying contract between Link and the Contractor has been completed for the applicable season.

6. Ratification. Except as modified by this Addendum No. 2, the Parties hereby affirm and ratify all terms and conditions of the Agreement. In the event of a conflict between the terms of the Agreement, this Addendum No. 2, the terms and conditions associated with this Addendum No. 2 shall control.
7. Counterpart Signatures. This Addendum No. 2 may be signed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Notarized signatures transmitted by electronic mail or facsimile shall be deemed valid.

APPROVED by the Chelan-Douglas  
Public Transportation Benefit Area  
d/b/a Link Transit the 29  
day of DECEMBER, 2020.

  
By: Nick Covey  
Its: Director of Finance

APPROVED by the City of  
Leavenworth the 4 day of  
January, 2020.

  
By: Carl Florea  
Its: Mayor