

Leavenworth Park & Ride

Location Forest Service Lot
Shelter: Large Custom- owned by City of Leavenworth
Stalls: 43 (4 ADA Accessible)
Amenities: 1 Large Garbage Receptacle

Link Transit Maintenance Responsibilities:

- Daily maintenance and repairs to the shelter costing less than \$500.00
- Garbage removal-as needed
- Clean and repair broken glass as needed
- Maintenance and repair of lighting, signage, or other items related to the shelter building
- Clean shelter floor and pathway to shelter weekly
- Remove snow in bus pullout, around shelter, including pathways to shelter and park and ride lot
- 50% of any agreed upon maintenance or repair exceeding \$500.00

“Licensor” Contact Information

Business Name: City of Leavenworth
Contact Person:
Address: 700 Hwy 2
City, State, Zip: Leavenworth, WA 98826
Phone Number:
E-mail address: jwalinski@cityofleavenworth.com

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RECEIVED

OCT 24 2013

LINK TRANSIT

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made this date by and between the Chelan-Douglas Public Transportation Benefit Area, a Washington municipal corporation (a/k/a "LINK TRANSIT"), and THE CITY OF LEAVENWORTH. Link Transit and The City of Leavenworth 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 of Leavenworth, constitutes a significant public investment, which is made in the best interest of the general public; and

WHEREAS, Link Transit and The City of Leavenworth agree there is a need for a bus shelter and park and ride lot Located on Highway 2, (see Attachment "A" for legal description), and

WHEREAS, the Washington State Department of Transportation (WSDOT) provided funding through a grant, in 199_, to construct this shelter and park and ride lot, and

WHEREAS the shelter and park and ridge lot are located on land owned by the United States for the benefit of the United States Forest Service, then leased to the State of Washington Department of Transportation and by the Department of Transportation leased or sub-leased to the City of Leavenworth;

WHEREAS the City of Leavenworth owns the bus shelter and the parking lot improvements;

WHEREAS Link Transit and its riders make use of the Bus Shelter and the parking lot improvements;

WHEREAS, no clear allocation of duties has been established for care and maintenance of the shelter and/or the park and ride lot,

WHEREAS Link Transit and The City of Leavenworth wish to allocate duties in accordance with the following principles to share the cost of maintaining and repairing the shelter and park and ride lot:

- Daily maintenance and repairs of the shelter costing less than \$500 per event will be the responsibility of Link Transit.
- Daily maintenance and repairs of the park and ride lot, including surrounding landscaping and fence costing less than \$500 per event will be the responsibility of The City of Leavenworth.
- Maintenance and/or repairs exceeding for a maintenance or repair event costing \$500 or more will be split 50/50 between Link Transit and the City of Leavenworth.

NOW, therefore, it is agreed between Link Transit and the City of Leavenworth as follows:

TERMS

1 LINK TRANSIT to a limit of \$500 per event agrees to be responsible for the daily maintenance and repairs to the Shelter. This is to include, but not be limited to:

- Daily Maintenance and repairs will consist of minor repairs, not exceeding \$500, 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 building
- Clean shelter floor and pathway to shelter weekly.
- Remove snow in bus pullout, around shelter, including pathways to shelter and park and ride lot

2 THE CITY OF LEAVENWORTH to a limit of \$500 per event agrees to be responsible for the daily maintenance and repairs to the Park and Ride Lot, including surrounding landscaping and fence. This is to include, but not limited to:

- Daily Maintenance and Repairs will consist of minor repairs, not exceeding \$500, 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.

3 MAINTENANCE AND/OR REPAIRS EXCEEDING \$500

- All maintenance, repairs, upgrades and/or changes that exceed \$500 in expense will be agreed upon by both parties prior to work beginning. Both parties will agree to the needed improvement and/or repairs and one party will agree to be the lead agency overseeing the project or improvement. All expense for maintenance, repairs, upgrades or changes that exceed \$500 in cost per event or action shall be borne equally by Link Transit and the City of Leavenworth.

4 LINK TRANSIT shall have total control of bus operations and schedules relative to the Shelter, and the use of the Shelter.

5 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.

6 LINK TRANSIT shall defend, indemnify and hold the City of Leavenworth, its officers, officials, employees and volunteers harmless from and against any and all 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 the negligent tortious actions or inactions of LINK TRANSIT, its employees, officers, officials or volunteers arising out of or in connection with the performance of this Agreement.. The City of Leavenworth shall defend, indemnify and hold LINK TRANSIT, its officers, officials, employees and volunteers harmless from and against any and all 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 the negligent, tortious actions or inactions of the City, its employees, officer, officials or volunteers arising out of or in connection with the performance of this Agreement..

7. Insurance

Both Parties shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Parties, their agents, representatives, employees or subcontractors.

No Limitation.

The Parties' maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Parties to the coverage provided by such insurance.

A. Minimum Scope of Insurance

The Parties shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

The Parties shall maintain the following insurance limits:

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate

8 The CITY OF LEAVENWORTH as a government agency, reserves the right to restrict or change access to the premises in the event of declared emergency or incident or in the interest of public safety.

9 Attorney's Fees and Costs. Each Party shall bear its own attorney's fees and costs in the resolution of a dispute or litigation.

10 Notices. 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
700 Hwy. 2
P.O.Box 287
Leavenworth, WA 98826
ATT: City Administrator

Email: Jwalinski@cityofleavenworth.com

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.

11 This Agreement is not intended to create any joint entity or joint ownership of property.

12 In the event of termination of this Agreement, the Bus Shelter, the parking lot improvements and any interest in a lease shall remain the property of the City of Leavenworth subject to the provisions of any lease with Washington State Department of Transportation and any lease with the United States Forest Service.

13 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.

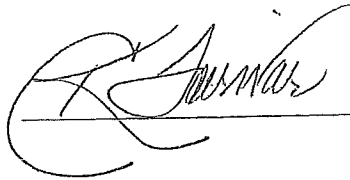
14 Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and if there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement effected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

15 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 23 day of October, 2013.

THE CITY of LEAVENWORTH

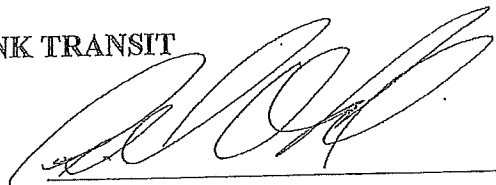
By:



Cheryl K. Farivar, Mayor

LINK TRANSIT

By:



Printed Name:

Richard DeRode

Its:

General Manager