

AFTER RECORDING RETURN TO:

***INTERLOCAL AGREEMENT FOR
CONSTRUCTION OF BUS PULLOUT – 8TH STREET AND ALDER STREET
CITY OF SHELTON AND MASON TRANSIT AUTHORITY***

This is an Interlocal Agreement (Agreement), dated this 15th day of May 2018, by and between the City of Shelton, a Washington municipal corporation (“City”) and Mason Transit Authority, a Washington municipal corporation (“MTA”), collectively referred to as the “Parties”. In consideration of the mutual covenants and conditions hereinafter provided, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, it is agreed as follows:

RECITALS

WHEREAS: The City has needs related to bus pullout design and construction associated with the City’s Downtown Connector Project, which project spans from the intersection of Alder Street and 1st Street to the intersection of Olympic Highway North and “C” Street; and

WHEREAS: MTA operates public transportation and bus service in the area subject to Downtown Connector Project improvements, and has an interest in the design and construction of bus pullouts in the project area; and

WHEREAS: There are significant benefits for the City, MTA and members of the public provided by the appropriate design and construction of the bus pullout at the intersection of 8th and Alder Street; and

WHEREAS: The City and MTA are interested in cooperating to facilitate the design, construction and funding of the bus pullout at the intersection of 8th and Alder Street to serve the mutual interests of the City and MTA.

Now, therefore, in consideration of their mutual covenants, conditions and consideration, it is agreed between the City and MTA as follows:

1. **DESIGN AND DESIGN APPROVAL:** Design of the subject bus pullout has been completed, reviewed, and mutually agreed by the City and MTA, with associated depiction and plans attached hereto as **EXHIBIT A**.
2. **CONSTRUCTION:** The City shall construct the bus pullout, which includes storm improvements, paving, striping, curb and gutter, sidewalks, illumination, landscaping, and installation of the bus shelter.
3. **BUS SHELTER:** The bus shelter structure shall be provided by MTA, at no cost to the City, in a timely manner to enable the shelter to be erected in conjunction with other on-site improvements.
4. **FUNDING:** MTA shall pay to the City the full cost of construction of the subject bus pullout (\$96,398.00) no later than June 30, 2018. This shall be the full amount of MTA's payment to the City, regardless of actual project costs through completion.
5. **OWNERSHIP:** The improvements, including storm improvements, paving, striping, curb and gutter, sidewalks, illumination, and landscaping shall be owned and maintained by the City. The bus shelter structure shall be owned and maintained by MTA.
6. There are no additional parties intended to be benefited under this agreement. There are no other agreements or representations, written or oral, concerning the subject matter of this agreement.
7. This Agreement shall be governed for all purposes by the law of the State of Washington. The venue for any action arising under this Agreement shall be in Mason County, Washington, unless otherwise mutually agreed in writing by the parties.
8. No amendments or variations of the terms and conditions of this Agreement shall be valid unless they are in writing and signed by all of the parties thereto.
9. The Parties agree to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of this Agreement.
10. None of the Parties shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes or other work interruptions by the employees of any party, or any other cause beyond the reasonable control of the party affected thereby. However, each party

shall utilize its best good faith efforts to perform under this Agreement in the event of any such occurrence or circumstance.

11. This Agreement will be enforced to the fullest extent permitted by applicable law. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other governmental authority of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, which shall remain in full force and affect.
12. **ADMINISTRATION OF AGREEMENT:** The City of Shelton Public Works Department will administer this Agreement for the City. The designated point of contact for the City is: Craig Gregory, Public Works Director; (360) 432-5125. The designated point of contact for MTA is: Danette Brannin; (360) 432-5750; dbrannin@masontransit.org.
13. **DURATION OF AGREEMENT:** This Agreement shall take effect upon execution of the Agreement by both the City and MTA, and shall remain in effect until all obligations established in this Agreement are completed by both Parties, and until the City's governing body grants Final Acceptance at the time of project completion.
14. **NO LEGAL/ADMINISTRATIVE ENTITY CREATED:** No separate legal or administrative entity is created by or pursuant to this Agreement.
15. **INDEMNIFICATION/DEFENSE/HOLD HARMLESS:** The City will protect, defend, indemnify, and save harmless MTA, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the performance of this Agreement by the City, except for costs, claims, judgments, and awards of damage for injuries or damages arising out of or in any way resulting from negligent or allegedly negligent acts or omissions of MTA. MTA will protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent or allegedly negligent acts or omissions of MTA, its officers, employees, or agents.
16. **NO ASSIGNMENT:** The Parties shall not assign this Agreement or any interest, obligation or duty herein without the express written consent of the other party.
17. **NOTICES:** All notices and payments hereunder shall be sent or delivered to the following respective addresses:

City: Craig Gregory, Public Works Director, 525 West Cota St., Shelton, WA 98584

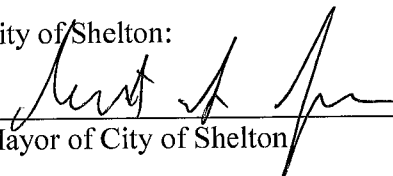
MTA: Danette Brannin, 790 E. Johns Prairie Road, Shelton, WA 98584

or to such other respective addresses as either Party may hereafter designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to be given on the second business day following the date of mailing. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

18. **AUTHORITY:** Both Parties represent that by appropriate action by their respective governing bodies, they are authorized to enter into this Agreement and have finance approval for payments specified herein.
19. **NON-DISCRIMINATION POLICY:** The City and MTA shall not discriminate in the performance of this Agreement based on race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, military or veteran status, the presence of any physical, mental or sensory disability, or any other status protected by law.
20. **FILING OR POSTING:** This document shall be filed pursuant to Chapter 39.34 RCW, or alternatively, listed by subject on either of the Party's websites.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement effective the date first above written;

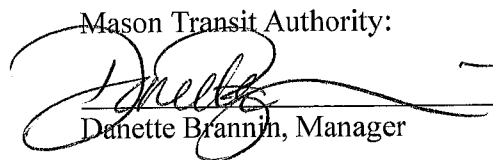
City of Shelton:



Mayor of City of Shelton

5/29/18
Date

Mason Transit Authority:



Danette Brannin, Manager

5/16/18
Date

