

Beebe Bridge - Cooperative Agreement
LINK Transit
GCA- 6360

This Agreement ("Agreement") is made and entered into between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and The Chelan-Douglas Public Transportation Benefit Area, a Washington municipal corporation, d/b/a LINK Transit, hereinafter "LINK." STATE and LINK are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

1. RECITALS

WHEREAS, as a result of an accident on the Beebe Bridge portion of SR 97 which caused damage to the bridge requiring that it be closed to vehicular traffic, the State of Washington has declared that an emergency exists relative to the inability of vehicular traffic to cross the bridge; and

WHEREAS, the STATE has an emergency project to repair a section of Beebe Bridge on US97, hereinafter the "Project," and

WHEREAS, vehicles will not be able to use the bridge during the Project, and

WHEREAS, due to the closure of the Beebe Bridge, LINK's Route 20 from Wenatchee to Chelan on the Douglas County side of the Columbia River must now stop at the east end of Beebe Bridge, rather than go to Chelan; and

WHEREAS, the Parties wish to establish an arrangement to allow travelers on SR 97 to Chelan to park vehicles on the Douglas County side of the Beebe Bridge, walk across the bridge and then utilize a shuttle service provided by LINK from the Chelan County side of the Beebe Bridge to the town of Chelan, to accommodate the riders who would normally ride Route 20 on the Douglas County side of the River, and others who will no longer be able to take vehicles across the Beebe Bridge from the Douglas County side of the river; and

WHEREAS, LINK has authority under federal regulatory rules to provide emergency shuttle service under the conditions set forth below in this Agreement for forty-five (45) days; and

WHEREAS, the Shuttle Service described below would not be a financially reasonable option for LINK without financial assistance, and the STATE has agreed to provide that assistance, as provided below, and LINK has agreed to operate the Shuttle Service, as defined and set forth below.

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

2. GENERAL

2.1 The foregoing Recitals are incorporated herein by this reference.

- 2.2 The STATE has closed the Beebe Bridge across the Columbia River near Chelan, Washington, to vehicular traffic, due to structural damage caused by an accident, for a period of approximately three (3) weeks beginning on September 7, 2009 and projected to end on or about September 30, 2009.
- 2.3 LINK agrees to provide a fare-free fixed-route shuttle service from Chelan Falls Park to and from Chelan as follows; a vehicle will start at Chelan Falls Park at the following times: (i) on the Mondays through Fridays when LINK operates its normal fixed-route service, at 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m., 12:00 p.m., 12:30 p.m. 1:00 p.m., 3:30 p.m., 4:00 p.m., 4:30 p.m., 5:00 p.m., 5:30p.m., 6:00p.m., and 6:30p.m.; and (ii) on Saturdays when LINK operates it normal fixed-route service, at 7:30 a.m., 8:00 a.m., 12:00 p.m., 12:30 p.m. 1:00 p.m., 3:30 p.m., 4:00 p.m., 4:30 p.m., 5:00 p.m., 5:30p.m., 6:00p.m., and 6:30p.m.; and will provide round-trip service to Chelan Wal-Mart, Hwy 97A/Woodin Way, right on Navarre/Gibson St., left on SR 150 to Chelan Chamber, Chelan High School and then back to Chelan Falls Park (the "Shuttle Service").
- 2.4 The Shuttle Service work to be performed by LINK under this Agreement began September 7, 2009, and shall continue until such time the STATE notifies LINK in writing that LINK's services under this Agreement are no longer needed, but for no longer than forty-five (45) days, or until this Agreement is otherwise terminated as provided below.
- 2.5 In the event either Party feels it appropriate for there to be a change in the schedule, the Parties shall proceed as set forth in Section 4 below.

3. PAYMENT

- 3.1 The STATE, agrees to make payments to LINK at the rate of Forty-Five Dollars (\$45) per hour, determined as set out on Exhibit "A" for each hour LINK provides Shuttle Service pursuant to this Agreement, in lieu of payment of a fare by passengers boarding at any of the designated stops in the route described in subsection 2.3 above, due to the loss of use of SR 97 across the Beebe Bridge and in consideration of the faithful performances of the Shuttle Service to be provided by LINK.
- 3.2 The STATE shall pay the Forty-Five Dollar (\$45) per hour rate starting with the time a LINK driver designated to perform the Shuttle Service for a shift (the "Shift Driver") checks in with LINK at the LINK Operations Base to start the work as a Shift Driver until the time that Shift Driver checks out of the LINK Operations Base at the completion of the work for the Shuttle Service for that shift. The hourly rate will be paid for all time the Shift Driver is employed for purposes related to the Shuttle Service including, without limitation, bus pre-inspection and deadheading to and from Chelan Falls Park.
- 3.3 In accordance with existing agreement OH-00171, the STATE shall not pay for LINK overhead.
- 3.4 The STATE agrees to make payments within thirty (30) calendar days of receipt of a LINK invoice. Payments are not to be made more frequently than once per month.
- 3.5 The maximum amount to be paid under this agreement is \$20,000, being a total of 444.44 hours of time by Shift Drivers, at which time this Agreement and the Shuttle Service shall terminate, unless extended by written agreement between LINK and the STATE. If Beebe Bridge is not opened to vehicular traffic at the time the \$20,000 has been expended, the Parties agree to discuss continuing this Agreement and extending the payments until the bridge can be opened or for such other period as the Parties may agree upon.

4. MODIFICATION

- 4.1 In the event either Party determines it is reasonably necessary to change the Shuttle Service, such Party shall give written notice to the other Party of the proposed change and, the Parties agree to negotiate for an amendment to this Agreement for equitable adjustment of the costs or to change the scope of work. In the absence of agreement within seven (7) days after the notice of proposed change has been given, this Agreement shall terminate and the Shuttle Service shall end.
- 4.2 No modification of this Agreement is valid unless evidenced in writing by amendment to this Agreement, signed by both Parties.

5. ASSIGNMENT

- 5.1 Neither Party to this Agreement shall transfer or assign any right or obligation hereunder without the prior written consent of the other Party.

6. SEVERABILITY

- 6.1 Should any section, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.

7. HOLD HARMLESS/INDEMNIFICATION

- 7.1 LINK shall protect, defend, indemnify, and hold harmless the STATE, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from services provided by LINK pursuant to the provisions of this Agreement. LINK will not be required to indemnify, defend or save harmless the STATE if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the STATE or involves those actions covered by RCW 4.24.115. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 7.2 STATE shall protect, defend, indemnify, and hold harmless LINK, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from services provided by STATE related to the provisions of this Agreement. STATE will not be required to indemnify, defend or save harmless LINK if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of LINK or involves those actions covered by RCW 4.24.115. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 7.3 This indemnification shall survive the termination of this Agreement.

8. DISPUTES

- 8.1 Any and all disputes, claims, or controversies between the Parties ("Parties" specifically including, but not being limited to, any assignee of a Party) arising out of or relating to this Agreement that are not resolved by their mutual agreement shall, as the sole and exclusive means of resolution be

resolved by binding arbitration pursuant to chapter 7.04A RCW, in Chelan County, Washington, unless the filing in Chelan County conflicts with the provisions of RCW 47.28.120.

9. NOTICES

- 9.1 Any notices and invoices to be given hereunder shall be effected in writing either by personal delivery or by mail, first class postage prepaid, or by e-mail. Notices and invoices delivered personally shall be deemed communicated as of actual receipt. Mailed notices and invoices shall be deemed communicated the second business day after the effective date of mailing. Notices and invoices sent by mail shall be sent to the following addresses as set out below, unless actual notice in writing served as set forth herein of a different address for notices is received by the other Party.

STATE OF WASHINGTON, Department of Transportation:
Attention: Dan Sarles, Acting Region Administrator
2830 Euclid Ave.
Wenatchee, WA 98801

Chelan-Douglas Public Transportation Benefit Area, d/b/a LINK Transit
Attention: Lyle Bland
2700 Euclid Ave.
Wenatchee, WA 98801

10. TERMINATION

- 10.1 The STATE may terminate this Agreement, in whole or in part, immediately upon three (3) calendar days prior notice to LINK, or at such later date as the STATE may establish in such notice, upon the occurrence of any of the following events:
- (a) If LINK fails to provide Route Services as called for by this Agreement within the time specified herein or any extension thereof;
 - (b) If the STATE's Project funding is withdrawn or modified; or
 - (c) If the STATE determines that the services provided for herein are no longer necessary.
- 10.2 Either Party may terminate this Agreement immediately upon notice to the other Party if federal or state laws, regulations or guidelines are modified or interpreted in such a way that the work under this Agreement is prohibited.
- 10.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

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11. AUDITS AND RECORDS

11.1 All LINK records in support of all costs incurred shall be maintained by LINK for a period of three (3) years from completion of the work performed pursuant to this Agreement. The state and/or federal government shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. The Parties agree that the work performed herein is subject to audit.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

STATE OF WASHINGTON
LINK TRANSIT

DEPARTMENT OF TRANSPORTATION

By: Richard DeRock By: Dan Sarles
Richard DeRock General Manager Dan Sarles, Acting Region Administrator

Date: 10/5/09 Date: 10/7/09

APPROVED AS TO FORM

APPROVED AS TO FORM

By: [Signature] By: [Signature]
LINK Attorney Assistant Attorney General

Date: 10-5-09 Date: 9-30-09

GCA 6360 Beebe Bridge - Cooperative Agreement Exhibit A

Trolley Cost Per Hour

BeeBee Bridge Shuttle

Hourly Costs

Wages & Benes				\$ 29.74
Maint costs per mile (include DH ave)	Miles Per Hour	Cost Per Mile		
- Hourly route miles	15	0.35		5.25
- Daily dead head	60	7.5	0.35	2.625
	Vehicle Cost	Hourly Depr Rate		
Depr - Cut a Way	\$ 90,756			
Less Salvage	\$ -			
	\$ 90,756	\$ 8.59		8.59
				\$ 46.21
Agreed Hourly Rate				\$45.00