

**AFTER RECORDING RETURN TO:**

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***INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF SHELTON AND MASON TRANSIT AUTHORITY  
FOR PEDESRTRIAN CROSSWALK SIGNALIZATION***

This is an Interlocal Agreement (Agreement), dated this 20 day of October 2015, by and between the City of Shelton, a Washington City (City) and Mason Transit Authority, a Washington municipal corporation, (MTA) and 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 Interlocal Cooperative Act, Chapter 39.34 RCW, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, and other factors influencing the needs and development of local communities.

WHEREAS: RCW 39.34.030 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform:

WHEREAS: MTA is a Washington Public Transit Benefit Area organized under Chapter 36.57A RCW.

WHEREAS: MTA has recently opened the Transit-Community Center located at 601 West Franklin Street, Shelton, WA 98584. The opening of the Transit-Community Center has resulted in increased pedestrian traffic on the streets and sidewalks in the vicinity of the Center.

WHEREAS: The Parties desire to improve safe pedestrian access to the Transit-Community Center by installing crosswalk signaling devices at an existing cross walk located at Railroad Avenue and 6th Street and a new crosswalk to be located on Franklin Street in front of the Center, and possible other locations.

WHEREAS: The Parties desire to cooperatively provide for the improvements and share financial responsibility for the acquisition, installation and maintenance of signaling devices.

For and in consideration of the mutual covenants hereinafter provided and pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, the parties hereby recite, covenant, and agree as follows:

1. MTA shall purchase two sets of solar LED pedestrian crossing systems to be delivered to the City. Depending on future grant funding, MTA intends to purchase additional sets of pedestrian crossing signal systems to be delivered to the City.
2. The City shall purchase, at the City's sole and exclusive expense, all additional materials and perform all labor necessary to install the pedestrian crossing systems purchased by MTA under Paragraph 1. The first two sets of pedestrian crossing systems will be installed on Railroad Avenue at 6th Street and on Franklin Avenue in front of the Transit-Community Center. Locations for the additional pedestrian crossing systems subsequently purchased by MTA will be determined by the City, unless otherwise agreed to in writing.
3. After installation, the City shall own the pedestrian crossing systems. The City agrees to maintain, repair and, if necessary, replace the pedestrian crossing systems during the term of this Agreement at the City's sole and exclusive expense.
4. The term of this Agreement shall be for a period of five years commencing October 20, 2015 and terminating October 20, 2020 for the two systems described in item 2. During the term of this Agreement the City agrees not to remove or relocate the pedestrian crossing systems without the prior written approval from MTA. Future pedestrian crossing signal systems shall be attached to this Agreement as an amendment and extend the period of this Agreement for five years from their installation by the City.
5. 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.
6. 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.
7. 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.



8. 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.
9. Prior to its entry into force, this Agreement shall be filed with the county auditor or, alternatively, listed by subject on the Party's web site or other electronically retrievable public source.
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. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Further, except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
12. The City agrees to defend, indemnify, and hold MTA harmless from any and all claims, injuries, damages, losses, liabilities, penalties, fines, suits, and expenses (including attorney fees) caused by or occurring by reason of any violation of law or negligent act and/or omission arising out of or in connection with the City's performance of this Agreement, including all activities by City officers, officials, employees, agents, and volunteers. In the event of liability caused by or resulting from the concurrent negligence of the City and MTA, the City's liability hereunder shall be only to the extent of the City's negligence.
13. MTA agrees to defend, indemnify, and hold the City harmless from any and all claims, injuries, damages, losses, liabilities, penalties, fines, suits, and expenses (including attorney fees) caused by or occurring by reason of any violation of law or negligent act and/or omission arising out of or in connection with MTA's performance of this Agreement, including all activities by MTA officers, officials, employees, agents, and volunteers. In the event of liability caused by or resulting from the concurrent negligence of the City and MTA, MTA's liability hereunder shall be only to the extent of MTA's negligence.
14. 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.

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

City of Shelton:



11/03/16  
Date

MTA:

  
Brad Patterson, General Manager

10/20/15  
Date