

LICENSE AND MAINTENANCE AGREEMENT WITH COMMUNITY TRANSIT RELATING TO THE OPERATION AND MAINTENANCE OF GOLD BAR PARK AND RIDE FACILITY

This License and Maintenance Agreement with Community Transit Relating to the Operation and Maintenance of Gold Bar Park & Ride Facility (the "Agreement") is made by and between the City of Gold Bar, a political subdivision of the State of Washington, ("Gold Bar") and Snohomish County Public Transportation Benefit Area Corporation dba Community Transit ("Community Transit").

RECITALS

- A. Gold Bar owns certain real property with an address of 106 Croft Ave, Gold Bar (the "Property"). See Attachment A, incorporated herein by this reference, for a demonstrative overhead pictorial view of the Property.
- B. Gold Bar had had control and ownership of this property via the regulations of the Washington State Department of Transportation, whereby property within state right-of-way that are wholly within a city and not used for the travelling public revert of ownership of the local municipality.
- C. Community Transit provides public transit services throughout Snohomish County, including the operation of numerous park and ride facilities. Community Transit has communicated to Gold Bar its intent to maintain and operate the Gold Bar Park & Ride on a scale and schedule that matches capacity and market demand for transit service.
- D. Gold Bar and Community Transit wish to enter into an agreement that clearly defines each party's roles and responsibilities and sets forth conditions regarding the operation and maintenance of the Gold Bar Park & Ride.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and benefits described below, the parties agree as follows:

1. GRANT OF LICENSE FOR FACILITY USE.

1.1 License. Gold Bar hereby grants Community Transit, its agents, employees and contractors, a nonexclusive license (the "License") to enter upon, operate, repair and maintain year-round the Property as a public park and ride facility, commonly referred to as Gold Bar Park & Ride, with approximately 30 parking stalls.

Community Transit's authority to use, operate, repair and maintain the Gold Bar Park & Ride shall not be considered exclusive possession or control. Gold Bar may continue to use the Gold Bar Park & Ride for its own purposes and at all times shall be considered the owner and occupier of the Gold Bar Park & Ride. No illegal use shall be made on the Property nor shall any property that creates any nuisance or fire, explosive or other hazard be stored thereon. Gold Bar may enter the Gold Bar Park & Ride at any time to determine whether Community Transit's use is improper or hazardous. Community Transit agrees that it will not interfere or obstruct Gold Bar's use of the Property during the term of this Agreement.

This License is personal to Community Transit and grants no interest in the real property. This

License is intended to allow Community Transit limited use of the Gold Bar Park & Ride only to the extent expressly authorized herein and no other use is permitted or allowed.

Community Transit and Gold Bar agree that this License is not intended to create any benefit for or in any third party nor is it intended to create any right of action in any third party.

1.2 License Duration. The License shall become effective from the execution of this Agreement until such time that the parties terminate this Agreement as provided in Section 11 below.

1.3 Utilities. Community Transit shall pay all utilities associated with operations of the Gold Bar Park & Ride, including but not limited to Surface Water Management (“SWM”) fees, electricity, and water and sewer. If Gold Bar adds impervious surface area to the Gold Bar Park & Ride, Gold Bar shall be responsible for its corresponding percentage of SWM impervious surface fees.

2. COMMUNITY TRANSIT’S RESPONSIBILITIES.

2.1 Improvements.

2.1.1 Community Transit shall be responsible for any and all expenses and labor involved with maintenance and operation of the Gold Bar Park & Ride, including security cameras. Community Transit may not make additions, changes, alterations, or improvements to the Gold Bar Park & Ride, or to any electrical, mechanical, or other systems or facilities located in or otherwise serving the Gold Bar Park & Ride (collectively, the “Alterations”) without first obtaining the prior written consent of Gold Bar. Community Transit shall provide Gold Bar with detailed plans and specifications detailing any proposed Alteration(s). Should the Gold Bar consent to any proposed Alteration(s), such consent shall not be deemed a representation or warranty as to the adequacy of the architectural design or plans for such Alteration(s), and Gold Bar hereby expressly disclaims any responsibility or liability for the same.

2.1.2 Any such Alterations shall be performed: (a) at Community Transit’s sole cost and expense unless otherwise agreed to by the parties; (b) in a good and workmanlike manner, with all materials used being of a quality at least as good as those already in use at the Gold Bar Park & Ride; (c) in accordance with plans and specifications approved by Gold Bar pursuant to Section 2.1.1; and (d) in compliance with all applicable laws, including but not limited to those related to prevailing wages (see Chapter 39.12 RCW), retainage (see Chapter 60.28 RCW), bonding (see Chapter 39.08 RCW), use of licensed contractors (see Chapter 39.06 RCW), and competitive bidding (see Chapter 36.32 RCW and Chapter 35.21.278 RCW), and any/all applicable codes and regulations.

2.1.3 Community Transit shall bear the sole liability for any damage or injury occurring in, on, around, upon, or to the Gold Bar Park & Ride due to the acts or omissions of Community Transit, its agents, employees, contractors, invitees, and/or any other persons who may be in, on, around, or upon the Gold Bar Park & Ride, with the express or implied consent of Community Transit in connection with the performance of Alterations, and Community Transit shall indemnify and hold Gold Bar harmless from and against the same.

2.1.4 Upon the termination of this Agreement, all fixed Alterations shall remain in and be surrendered with the Gold Bar Park & Ride as a part thereof, unless, with respect to any Alteration, Gold Bar specifies in its consent to the construction of such Alteration that such Alteration must be removed prior to surrender, in which case Community Transit shall, prior to surrender, remove the

Alteration in question and repair any damage to the areas caused by such removal.

2.1.5 Community Transit shall keep the Gold Bar Park & Ride free from any liens arising out of work performed for, materials furnished to, or obligations incurred by, or on behalf of, Community Transit. Any construction liens filed against the Property for work claimed to have been furnished to Community Transit will be discharged by Community Transit, by bond or otherwise, within ten (10) days after the filing of the claim or lien, at Community Transit's sole cost and expense. Should Community Transit fail to discharge any such construction lien, Gold Bar may, at its election, pay that claim or post a bond or otherwise provide security to eliminate the lien as a claim against title, and the cost to Gold Bar shall be immediately due and payable by Community Transit. Community Transit shall indemnify and hold Gold Bar harmless from and against any liability arising from any such lien.

2.2 Access. Community Transit shall have continuous access to the Gold Bar Park & Ride for the duration of this Agreement except as otherwise provided in this Agreement.

2.2.1 Should Gold Bar desire to permit another entity to have use of the Park & Ride during any portion of this Agreement, such use shall be permitted only with the prior consent of Community Transit and only to the extent that it does not unreasonably interfere with Community Transit's permitted use and obligations under this Agreement. Community Transit bears no responsibility for any other permitted use of the Gold Bar Park & Ride, including maintenance resulting from said use.

2.3 Maintenance.

2.3.1 Community Transit shall maintain, at its own costs, the Gold Bar Park & Ride, including but not limited to any pavement overlays, sidewalks, parking stall, security cameras, spot filling with asphalt, sweeping, cleaning and maintenance of catch basins, landscaping, snow removal, collection and disposal of litter and trash, removal of graffiti, repairs due to vandalism, signage, striping, lighting, and any maintenance of other fixtures that support the function of the park and ride area. In addition, Community Transit's maintenance obligations, including all costs associated therewith, include leveling and maintenance of any shelter structures, operator's restroom or amenities, passenger amenities, lighting, utilities, or any other fixtures that support the function of the transit operations area within the Property.

2.3.2 Community Transit shall be solely responsible for providing any on-site security at the Gold Bar Park & Ride, as it deems appropriate in its sole discretion, and which may include contracted law enforcement services through the Snohomish County Sheriff's Department.

2.3.3 Community Transit shall keep the Gold Bar Park & Ride in a neat and safe condition, and create no fire, health, or safety hazard within the Gold Bar Park & Ride.

3. GENERAL.

3.1 If a catastrophic failure occurs, excluding earthquake or other natural disasters, within the Gold Bar Park & Ride, including, but not limited to, pavement failure or drainage system failure, Community Transit shall cease to operate the site as a park and ride facility, and this Agreement shall terminate as provided in Section 11 below. Gold Bar shall be responsible for all costs in taking appropriate action to assure public health and safety. However, Gold Bar will not be responsible to reconstruct the Gold Bar Park & Ride or other facilities connected with the Property.

3.2 Community Transit shall observe and obey all applicable state and County laws, rules, and regulations, and amendments thereto in performance of this Agreement.

3.3 Community Transit shall obtain and maintain all permits and licenses required by law for on-going operations or Alterations. By executing this Agreement, Gold Bar does not warrant whether any other permits or licenses are necessary or sufficient.

3.4 Community Transit shall obtain and maintain insurance as set out in Section 9.1.

3.5 Community Transit shall remove from Gold Bar Park & Ride, on or before termination of this Agreement, all of its personal property. If such property is not removed in a timely fashion, Gold Bar shall have the right to remove, store, sell, or otherwise dispose of it at Community Transit's expense. Community Transit expressly agrees that any sale, public or private, may occur not less than thirty (30) days after the date of termination of this Agreement and may occur with or without notice from the Gold Bar. Gold Bar shall not be liable to Community Transit for any loss or damage to Community Transit's property or any other property from theft, fire, or any other cause either before or after termination.

3.6 Community Transit shall comply with all rules and regulations of Gold Bar relating to the use of and conduct in the Park & Ride and require that its agents, employees, volunteers, invitees, or participants, comply with all rules and regulations of Gold Bar relating to the use of, and conduct in the Park & Ride.

4. MUTUAL DUTIES.

4.1 Coordination Meetings. Gold Bar and Community Transit shall meet as needed to exchange, review, and discuss policies, development plans, levels of scheduled use, and procedures for Gold Bar Park & Ride and to ensure that both parties are adhering to the terms and conditions of this Agreement.

4.2 Media Outreach. Community Transit will work with the Mayor's office to coordinate any media outreach, requests for interviews, and media events for all activities at the Gold Bar Park & Ride.

5. DISCLAIMER OF WARRANTIES.

Acceptance of the Property for operations and maintenance purposes is deemed as concurrent with the date of signature on this agreement. GOLD BAR DISCLAIMS ANY FURTHER WARRANTIES, EXPRESSED OR IMPLIED.

6. INCLEMENT WEATHER. Community Transit is solely responsible for ensuring safe operation in and access to/from the Gold Bar Park & Ride during periods of inclement weather.

7. SIGNAGE AND NOTICES.

7.1 Signs. Within the Gold Bar Park & Ride, Community Transit shall have the right to install or post notices including: signs, kiosks, maps, route information, route schedules, rider alerts, transit agency information, public services, and similar public service information that may be of use or of

interest to the general travelling public.

7.2 Powers of Gold Bar. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of Gold Bar or Snohomish County.

8. MANAGEMENT OF AGREEMENT.

All communication, notices, coordination, and other tenets of this Agreement shall be managed by the following identified individuals:

On behalf of Gold Bar:

The Gold Bar liaison for this Agreement ("Agreement Manager") is:
Public Works Director
107 5th Street
Gold Bar, WA 98251
Phone: 360-793-1101
E-mail: r.norris@cityofgoldbar.us

On behalf of Community Transit:

Community Transit liaison for this agreement is:
Facilities Manager
2312 W. Casino Road
Everett, WA 98204
Phone: 425-348-7100
E-mail : FacilitiesLeads@commtrans.org

Each party shall revise the designations as needed, including the replacement of the originally named representatives. Revisions shall be delivered to the other party's representative. All designations shall state the name of the replacement representative or operating liaison, his/her title, mailing address, phone number(s), e-mail address, and fax number.

9. INSURANCE

Community Transit, at its own cost, shall procure and maintain during the term of this Agreement, insurance or self-insurance as specified below in the Minimum Scope and Limits of Insurance. Community Transit shall furnish Gold Bar with a coverage certificate and endorsement required by September 1 of each year of the Agreement. Gold Bar reserves the right to require complete, certified copies of all required coverage documents at any time.

By requiring such minimum insurance coverage, Gold Bar shall not be deemed or construed to have assessed the risks that may be applicable to Community Transit under this Agreement. Community Transit shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after thirty

(30) calendar days' prior written notice has been given to Gold Bar.

9.1 Minimum Scope and Limits of Insurance. Community Transit shall maintain limits no less than:

- a) General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$5,000,000 aggregate limit. Including Products and Completed Operations and Participant Liability.
- b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c) Workers' Compensation: Statutory requirements of the State of residency, and
- d) Employers' Liability or "Stop Gap" coverage: \$1,000,000.

9.2 Other Insurance Provisions and Requirements. The insurance coverage(s) required by this Agreement are to contain, or be endorsed to contain the following provisions:

- a) Gold Bar, its officers, officials, agents and employees are to be named as additional covered parties as respects liability arising out of or in connection with this Agreement and as respects activities performed on behalf of Community Transit. Such coverage shall be primary and non-contributory insurance as respects Gold Bar, its officers, officials, agents and employees. An additional covered party endorsement shall be included with the coverage certificate.
- b) Community Transit's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- c) The deductible and/or self-insured retention of the policies shall not limit or apply to Community Transit's liability to Gold Bar and shall be the sole responsibility of Community Transit.
- d) If at any time any of the foregoing policies fail to meet minimum requirements, Community Transit shall, upon notice to that effect from Gold Bar, promptly obtain a new policy, and shall submit the same to Gold Bar, with the appropriate certificates and endorsements, for approval.

10. INDEMNIFICATION.

Community Transit shall assume the risk of, be liable for, and pay all damages, losses, costs, and expenses of any party, including any of its employees, arising out of the performance of this Agreement, except to the extent caused by negligence and/or willful misconduct of Gold Bar and its employees citing within the scope of their employment. Community Transit shall hold harmless from and indemnify Gold Bar against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business, and/or any death, injury, or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this Agreement or any act, error, or omission of Community Transit, Community Transit's employees, agents, or invitees, whether by negligence or otherwise except to the extent caused by negligence and/or willful misconduct of Gold Bar and its employees citing within the scope of their employment..

This indemnification obligation shall include, but is not limited to, all claims against Gold Bar by an employee or former employee of Community Transit, by mutual negotiation, expressly waives all

immunity and limitation on liability, as respects Gold Bar only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that Gold Bar incurs any judgment, award and/or cost including reasonable attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from Community Transit. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the prevailing party.

11. TERMINATION and DISPUTE RESOLUTION.

11.1 Termination. This Agreement shall terminate upon (a) a change in ownership of the Property, (b) by either party giving one hundred eighty (180) days' written notice to the other party of intent to terminate this Agreement, or, (c) if Gold Bar determines, in its sole discretion that immediate termination is necessary to protect the public health, safety, or welfare.

11.2 Dispute Resolution. If either party claims that the other party has breached any term of this Agreement, the following procedures shall be followed if, and when, informal communications (such as telephone conversations) fail to satisfy the claiming party:

11.2.1 The claiming party's representative shall provide a written notice of the alleged breach to the other party's representative. The notice shall identify the act or omission at issue and the specific term(s) of the Agreement which the complaining party alleges was violated.

11.2.2 The responding party's representative shall respond to the notice in writing within seven (7) working days. The response shall state that party's position, as well as what corrective action, if any, the responding party agrees to take.

11.2.3 The claiming party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any corrective action shall be taken within fourteen (14) calendar days of the receipt of the responding party's reply. If dissatisfied, the claiming party shall call an in-person or virtual meeting. The meeting shall occur within a reasonable period of time and shall be attended by the designated representatives of each party, and such others as they individually invite. If the claiming party remains dissatisfied with the results of the meeting, it may pursue all available legal remedies.

12. OTHER TERMS.

12.1 Notices. Any notice required by this Agreement, or by law, shall be given by registered or certified United States mail. Such communication or notice shall be deemed to have been given when deposited in the United States mail, properly addressed, with postage prepaid. Such notice shall be given as follows:

City of Gold Bar:

Public Works Director
107 5th Street
Gold Bar, WA 98251
Phone: 360-793-1101
E-mail: r.norris@cityofgoldbar.us

Community Transit:

Facilities Manager
2312 W. Casino Road
Everett, WA 98204
Phone: 425-348-7100
E-mail : FacilitiesLeads@commtrans.org

The parties shall notify the other in writing of any change of address for notification purposes. The change shall not be effective until receipt of such notice.

12.2 Non-Discrimination. It is the policy of the parties to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW., This provision shall not affect Community Transit's obligations under other federal, state, or local laws against discrimination.

12.3 Non-Assignment. Community Transit shall not assign any rights or obligations under this Agreement.

12.4 Modification. This Agreement may only be modified by written agreement of the parties and executed with the same formalities as this Agreement.

12.5 Non-Waiver. The failure of Gold Bar to insist on strict performance of any term of this Agreement, or to exercise any option conferred by it, in any one or more instances, shall not be construed to be a waiver or relinquishment of that right or any right by Gold Bar, but the same shall be and remain in full force and effect.

12.6 Right of Entry. Community Transit acknowledges that Gold Bar and its officers and employees shall have and maintain access at all times to the Property, including, without limitation, to install, maintain and repair any security cameras on the Property, and may control any criminal activity, nuisance, or real or potential harm to persons or Property.

12.7 Governing Law and Stipulation of Venue. This Agreement shall be governed by the laws of the State of Washington. The parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

12.8 Entire Agreement. This Agreement is the complete expression of the terms and conditions hereunder. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.

CITY OF GOLD BAR:

By: _____
Steve Yarbrough, Mayor Date

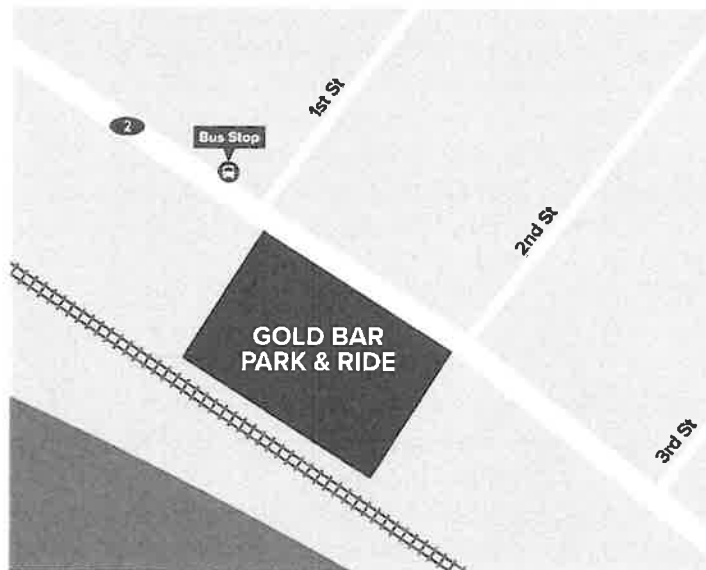
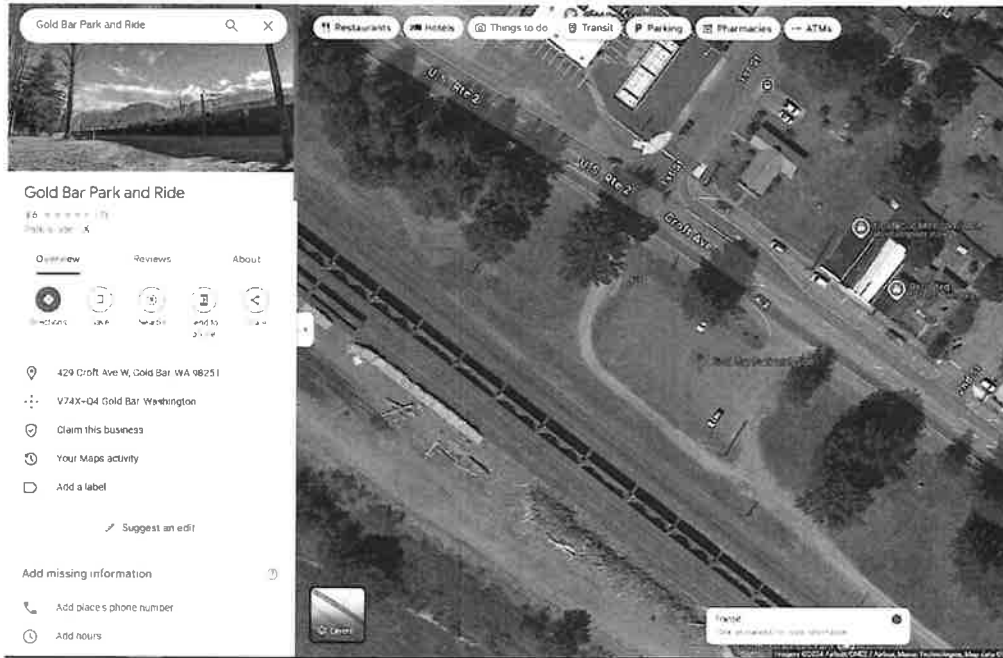
COMMUNITY TRANSIT:

By:  12/18/24
Ric Ilgenfritz, CEO Date

APPROVED INSURANCE DOCUMENTS

Approved Other

Attachment A Pictorial Overview of Gold Bar Park & Ride



**Attachment B
Maintenance Checklist for Gold Bar Park & Ride**

Make immediate contact with Gold Bar staff if any of these items put public, staff, or the environment at risk.

Item	Issues	Purposed or Acted Resolutions
Parking Lot Lighting		
Bases		
Fixture Operation (bulbs, timer)		
Poles (integrity, damage, wire)		
Bus Stop Structure		
Integrity (paint, roof, etc.)		
Staff Restroom		
Parking Stall Lines		
Crosswalk Markings		
Pavement		
Curbing		
Sidewalks		
Catch Basin*		
Sediment & Debris		
Structural Damage		
Settling or Misalignment		
Contaminants or Pollutants		
Access Cover		
Grates		

*Please use the Drainage Standards pg. 39, Snohomish County Drainage Manual Volume V Runoff Treatment BMPs: <https://snohomishcountywa.gov/DocumentCenter/View/31223/Volume-V---RunoffControl-BMPs>.

CT Staff Name	Signature	Date Completed
Gold Bar Staff Name	Signature	Date Received

