

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SELAH
AND THE CITY OF YAKIMA**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made by and between the CITY OF SELAH operating SELAH TRANSIT, hereinafter called "Selah Transit" and the CITY OF YAKIMA operating YAKIMA TRANSIT, hereinafter called "Yakima Transit."

It is HEREBY AGREED and UNDERSTOOD as follows:

1. The City of Selah desires to operate its own transit service within the service area of the City of Selah through a contract with a transit vendor.
2. The City of Yakima provides its own transit service within the service area of the City of Yakima through Yakima Transit.
3. It is in the best interest of the residents of both the City of Selah and the City of Yakima for Selah Transit and Yakima Transit to enter in to this Memorandum of Understanding (MOU) in accordance with the provisions of RCW 39.34 for the purpose of working cooperatively to provide transfer points for individuals seeking to transfer between the two transit system service areas. The parties do not intend to create any separate legal or administrative entity by way of this Interlocal MOU and no real or personal property shall be exchanged as a result of this MOU.
4. Joint-use transfer points are hereby designated as follows:
 - 1206 N. 40th Avenue (next to Fred Meyer)
 - 1305 N. 16th Avenue (next to Yakima Cinema) *See attached map*
5. Yakima Transit agrees to permit Selah Transit to stop at these specifically agreed upon transfer points located within the City of Yakima for the purpose of serving individuals seeking to transfer between the Selah Transit system and the Yakima Transit system. With the exception of Paratransit services, the agreed upon joint-use transfer points are the only locations within the City of Yakima in which Selah Transit is permitted to pick up or drop off passengers. Selah Transit shall be permitted to use Yakima surface roads when traveling between the two stops designated above.
6. Drop-off and pick-ups at the joint-use transfer points shall be coordinated so that Selah Transit will enter the transfer points approximately 5-10 minutes prior to the arrival of a Yakima Transit bus at the same stop. Selah Transit will conform their scheduled stops at joint-use transfer points in compliance to the requests of Yakima Transit. Such coordination is necessary to alleviate unnecessary congestion and improve service to passengers who use both systems.
7. Selah Transit shall be permitted to post signage at the agreed joint-use transfer locations indicating that the stop is a location for making a transfer to and from Selah Transit.

8. Selah Transit shall work with Yakima Transit to ensure regular upkeep and maintenance is conducted of the agreed joint-use transfer points.
9. Yakima Transit further agrees to permit Selah Transit to operate Paratransit services within the City of Yakima provided Selah Transit only transports those using Paratransit whose trip originates in Selah or returns to Selah.
10. The City of Selah shall indemnify and hold the City of Yakima and its agents, employees and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City of Selah or the City of Yakima arising out of, in connection with, or incident to the execution of the MOU due to the City of Selah's provision of transit services through its Transit Vendor; provided, however, that if such claims are caused by or result from the concurrent negligence of the City of Yakima, its agents, employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City of Selah or its Transit Vendor and provided further that nothing herein shall require the City of Selah to hold harmless or defend the City of Yakima, its agents, employees and/or officers from any claims arising from the sole negligence of the City of Yakima, its agents, employees, and/or officers.

11. Insurance:

- A. At all times during performance of the Services, City of Selah shall secure and maintain in effect insurance to protect against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. City of Selah shall provide and maintain in force insurance in limits no less than that stated below.
- B. **Commercial General Liability Insurance.** Before this MOU is fully executed by the parties, City of Selah shall provide the City of Yakima with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Ten Million Dollars (\$10,000,000.00) per occurrence combined single limit bodily injury and property damage, and Twenty Million Dollars (\$20,000,000.00) general annual aggregate.

C. Subcontractors.

All subcontractors engaged by the City of Selah to provide transit services to locations within the City of Yakima shall provide the City of Yakima with copies of the certificates of insurance said subcontractor(s) was/were required to provide to the City of Selah under the subcontractor(s) contract(s) with the City of Selah.

The City of Selah's Transit Vendor will maintain General Liability and Automobile Liability insurance for vehicles operated by the Vendor under its contract with the City of Selah for transit services. The City of Selah's Transit Vendor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Washington possessing a Best's policyholder's rating of A- or better and a financial rating of no less than VII, the following

insurance policies in no less than the amounts specified below. This insurance will name the City of Selah and the City of Yakima, and their respective elected officials, officers, agents, and employees as additional insured's for the transit service the Transit Vendor provides to the City of Selah.

- (1) Comprehensive General Liability, Bodily Injury and Property Damage Liability, including Premise and Operations, Independent Contractors, Protective Liability, Completed Operations and Products, Contractual, Combined Single Limit of at least \$5,000,000.00 per occurrence.
- (2) Comprehensive Automobile Liability, Bodily Injury and Property Damage Combined Single Limit of at least \$5,000,000.00 for any and all vehicles used to provide services pursuant to this Contract.

12. This MOU may only be modified or amended by written agreement signed and acknowledged by each of the Parties hereto.
13. This MOU may be terminated by either party for any reason by giving at least one hundred twenty (120) days' written notice to the other Party.
14. All notices under this MOU must be in writing. The administrative point of contact for each respective party hereto for any communication or contact that is necessary between Parties is as follows:

Selah Transit
Attn: Joe Henne, Public Works Director
222 South Rushmore Road
Selah, WA 98942

Yakima Transit
Attn: Alvie Maxey, Transit Manager
2301 Fruitvale Blvd
Yakima, WA 98902

15. This MOU shall be effective as of **May 1, 2018**, and shall continue thereafter until terminated by either Party in accordance with the provisions of Section 13 of this MOU. This MOU shall be listed by subject on the City website as required by RCW 39.34.040.

CITY OF SELAH

CITY OF YAKIMA

Sherry Raymond, Mayor

Cliff Moore, City Manager

Date: _____

Date: _____

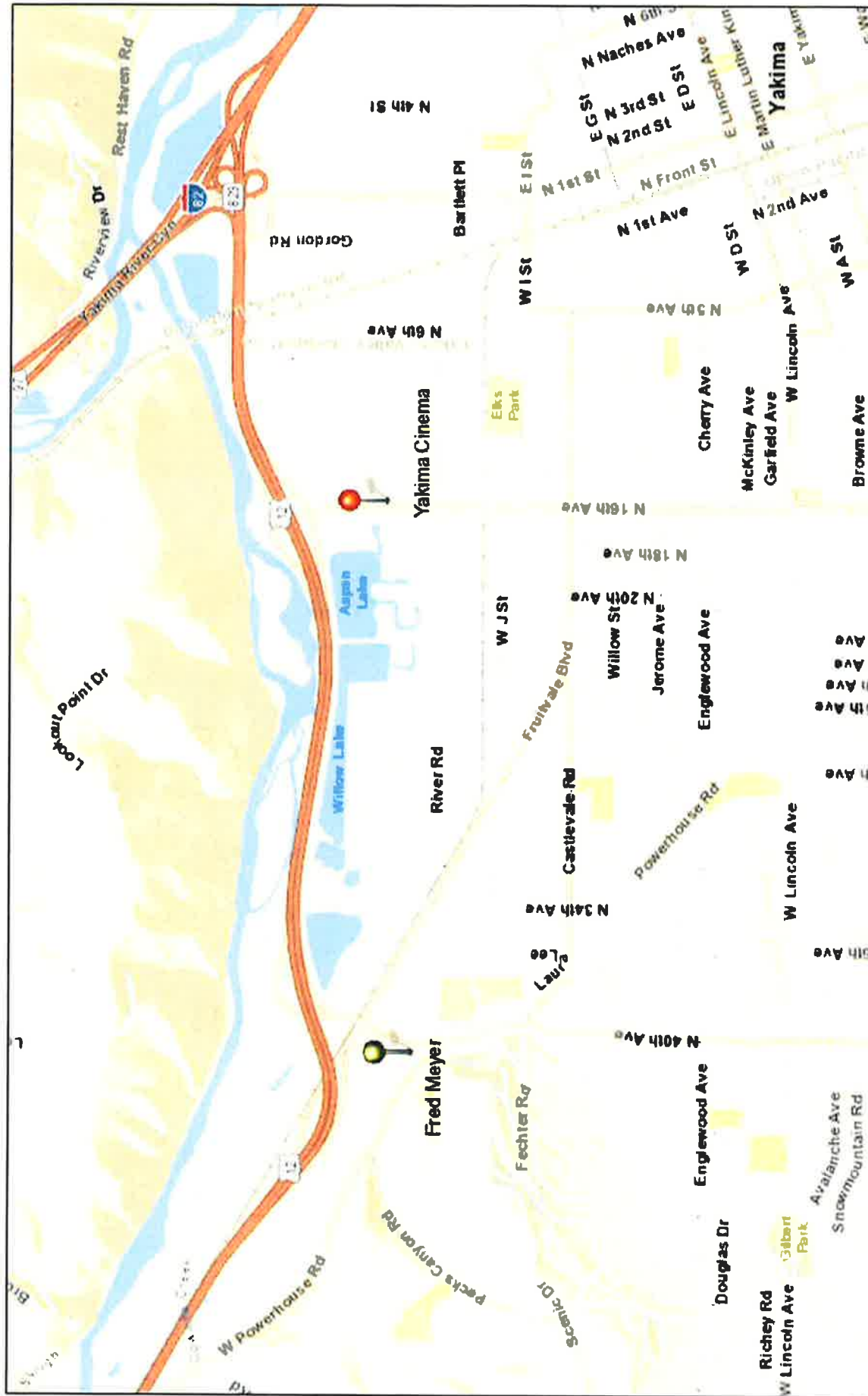
ATTEST:

ATTEST:

Dale Novobieiski, City Clerk

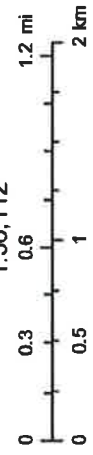
Sonya Claar Tee, City Clerk

CityMap



March 1, 2018

1:36,112



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand).

City of Yakima, Washington
City of Yakima, Washington - 2017