

## MEMORANDUM OF UNDERSTANDING

### BETWEEN THE CITY OF SEQUIM AND THE CLALLAM TRANSIT SYSTEM FOR ONGOING MAINTENANCE AND INSTALLATION OF BUS STOPS

The following will serve as a Memorandum of Understanding between the City of Sequim, hereinafter referred to as the "CITY," and Clallam Transit System, hereinafter referred to as "CTS." This memorandum of understanding is concerning the maintenance and installation of bus stops within the CITY as shown in "Exhibit A," attached hereto, and by this reference included herein.

The CITY agrees to grant CTS permission to maintain and construct said bus stops as shown on "Exhibit A."

CTS agrees to maintain said bus stops at 100 percent CTS expense.

The responsibility of CTS for proper performance, safe conduct, and adequate policing and supervision of the work shall not be lessened or otherwise affected by the CITY's approval of plans, specifications, or work or by the presence at the worksite of the CITY's representative(s) or by compliance by CTS with any requests or recommendations made by such representative(s).

No work provided for herein shall be performed until CTS is granted authority by the CITY's representative who is: Richard Parker, Director of Public Works, City of Sequim, 152 West Cedar Street, Sequim, Washington 98382.

The parties agree that in the event either party is required to institute legal action or proceedings concerning this memorandum of understanding, such action or proceedings shall be brought in the proper court in Clallam County.

This document contains all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party, has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this memorandum of understanding.

CTS shall indemnify and hold the CITY and all officers and employees of the CITY harmless from and shall process and defend at its own expense all actions, claims, demands, or suits brought against the CITY and all officers and employees of the CITY arising out of, or in connection with or incident to, the execution of this memorandum of understanding and/or CTS's performance or failure to perform any of the provisions of this memorandum of understanding and/or any deficiencies in the plans and specifications for the work; provided nothing herein shall require CTS to hold harmless or defend the CITY or any officer or employee of the CITY from any liability, loss, claim,

demand, or suit arising from the sole or contributory negligence of the CITY, or any officer, or employee of the CITY. This indemnification shall survive any termination of this memorandum of understanding.

No officer or employee of the CITY shall be personally liable for any act, or failure to act, in connection with this memorandum of understanding, it being understood that in such matters they are acting solely as agents of the CITY.

CTS shall be deemed an independent contractor for all purposes and the employees of CTS or any of its contractors and subcontractors shall not in any manner be deemed employees of the CITY.

Any forbearance by the CITY in exercising any right or remedy hereunder or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.

If any covenant or provisions, or part thereof, of this memorandum of understanding shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision, or part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this memorandum of understanding.

Any factual disputes between the CITY and CTS in regard to this memorandum of understanding shall be referred for determination to the Mayor, or his designee, for resolution.


Should CTS choose to perform the work outlined herein with other than its own forces, a representative of CTS shall be present at all times while the construction is in progress unless otherwise agreed to by the CITY. All contact between the CITY and CTS's contractor shall be through the representative of CTS. Where CTS chooses to perform the work with its own forces, it may elect to appoint one of its own employees engaged in the construction as its representative. Failure to comply with this provision shall be grounds for stopping or restricting any further work by CTS within the CITY right-of-way until said requirement is met.

CTS at its own expense, shall adequately police and supervise all work by itself, its contractor(s), subcontractor(s), agents(s), and others so as not to endanger or injure any person or property.

Work within the CITY right-of-way shall be restricted in that no work shall be performed on Sundays or holidays.

During maintenance of bus stops and construction of shelters, CTS shall comply with the "Manual of Uniform Traffic Control Devices for Streets and Highways." Any closure or restriction of roadway shall require a CITY approved traffic control plan and compliance with CITY ordinances.

This agreement shall become effective on signing by both parties and shall continue in full force and effect until and unless amended or terminated upon 30 days written notice by either party.

  
\_\_\_\_\_  
Timothy J. Fredrickson  
General Manager  
Clallam Transit System

  
\_\_\_\_\_  
Ed Beggs  
Mayor  
City of Sequim

\_\_\_\_\_  
Date 10/26/93

\_\_\_\_\_  
Date November 17, 1993

## ATTACHMENT A

1. New bus stops would be placed only after the following conditions were met:
  - a) a sketch of the area and size of the bus stop would be submitted to the Public Works Department for approval.
  - b) Approval is received from the CITY'S Director of Public Works.
2. The City of Sequim shall be provided with a listing, showing the location of all the existing bus stops (Attachment B) and a schedule of the planned maintenance activity for the repainting of any and all stops (Attachment C).
3. The maintenance of the bus stops shall be under the supervision of the Maintenance Manager David Fox, 452-4511, of the Clallam Transit System so as to prevent overpainting, paint spills, etc.
4. Proper safety equipment on personnel, safety devices on vehicles, and barricades and cones should be used at all times when maintenance personnel are working within the street and/or right-of-way. (The MUTCD Manual on Uniform Traffic Control Devices should be consulted and used.)

ATTACHMENT B

BUS STOPS

<u>LOCATION</u>	<u># OF SIGNS</u>	<u>BENCH</u>	<u>SHELTER</u>
800 Block of W. Washington, North side. (Red Ranch)	1		
800 Block of W. Washington, South side. (Red Ranch)	1		
7th Ave. @ Safeway	1	1	
400 Block of W. Washington, North side, (Old Payless)	1		
400 Block of W. Washington, South side, (Old Payless)	1		
300 Block of W. Washington, North side, (101 Dinner)	1		
300 Block of W. Washington, North side, (101 Dinner)	1		
2nd & Cedar, North side of Cedar (Old Senior Center)	1		1
Sunnyside @ Prairie, West side of Sunnyside	1		1
200 Block of E. Washington, North side (Clallam Coop)	1		
300 Block of E. Washington, South side (Pioneer Park)	1		
600 Block of E. Washington, North side (Bowling Alley)	1		
700 Block of E. Washington, South side (Super Value)	1		1

ATTACHMENT C

SPECIFICATIONS FOR BUS STOP MAINTENANCE

<u>TASK</u>	<u>ALL BUS STOPS WITHIN SEQUIM</u>
1. Pick up litter	M - TH - SA
2. Empty trash, change liner on can in shelter	M - TH - SA
3. Empty trash, change liner on all cans at bus stops	M - TH - SA
4. Empty all cigarette cans	M - TH - SA
5. Sweep all paved areas	M - TH - SA
6. Hose down inside of shelters	O
7. Scrub benches	M - TH - SA
8. Wash shelter windows	M - TH - SA
9. Sand graffiti from benches	O
10. Weed landscape areas and planters	O
11. Repainting of curb	+
12. Remove snow and spread ice melt	O
13. Repair minor acts of vandalism	O

M = Monday  
T = Tuesday  
W = Wednesday  
TH = Thursday  
F = Friday  
SA = Saturday  
S = Sunday

+ = Annual  
O = As Needed