

EXHIBIT A

INTERLOCAL AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES

THIS AGREEMENT, made and entered into this 20th day of December, 2012, by and between THE CITY OF LONGVIEW, a municipal corporation, and THE COWLITZ TRANSIT AUTHORITY, a public transportation benefit area created pursuant to RCW Chapter 36.57A.

WITNESSETH:

WHEREAS, the City of Longview, Washington, is a municipal corporation, and is authorized by RCW 39.34 to enter into an interlocal agreement to provide public transportation services; and

WHEREAS, the Cowlitz Transit Authority is a public transportation benefit area in Cowlitz County, Washington, organized and existing pursuant to RCW 36.57A, and is authorized by RCW 36.57A.080 to enter into an agreement with the City of Longview to provide public transportation services within the area of the Cowlitz Transit Authority; and

WHEREAS, the City of Longview maintains and operates a system of public transportation including vehicles, vehicle parts and equipment, storage facilities, repair and maintenance facilities, and employs personnel trained and skilled in the operation and management of public transportation vehicles and systems; and

WHEREAS, it is the desire of the City of Longview and the Cowlitz Transit Authority to enter into an interlocal agreement whereby the City of Longview will operate, maintain, and in all related ways, provide a public transportation system within the area of the Cowlitz Transit Authority for and on behalf of the Cowlitz Transit Authority, all at the cost and expense of the Cowlitz Transit Authority; and

WHEREAS, it is agreed by the City of Longview and the Cowlitz Transit Authority, that the Treasurer of Cowlitz County, Washington, will act as treasurer of the Cowlitz Transit Authority in accordance with the provisions of RCW 36.57A.130.

NOW, THEREFORE, it is hereby agreed, by and between the City of Longview and the Cowlitz Transit Authority as follows:

1. The City of Longview shall provide public transportation services within the area of the Cowlitz Transit Authority in accordance with the Comprehensive Transit Plan of the Cowlitz Transit Authority including, but without limitation, the providing of vehicles, vehicle maintenance, vehicle operation, public liability and property damage insurance, supervision, and all labor and services in connection therewith, all in accordance with said Comprehensive Transit Plan and in accordance with public transportation schedules as determined by the Cowlitz Transit Authority. Nothing in this Agreement shall preclude the City of Longview from subcontracting with other parties to provide some or all of the required public transportation services.

2. The Cowlitz Transit Authority shall pay to the City of Longview all costs and expenses incurred by it, in consideration for all of the services to be provided by the City of Longview pursuant to this agreement, including all costs and expenses of the City of Longview incurred in providing public transportation services to the Cowlitz Transit Authority as required by this agreement including, but not limited to, all labor costs and benefits incurred by the City of Longview, all costs of vehicle operation, vehicle maintenance, supervision and overhead, public liability and property damage insurance, reserves for repair and replacement of vehicles, and all costs and expenses incidental thereto, all as set forth in the budget of the City, and the provisions of said budget with respect to services to be performed hereunder by the City of Longview for the Cowlitz Transit Authority shall be submitted to the Cowlitz Transit Authority for its approval prior to being approved by the City Council of the City of Longview as part of the budget of said City.

3. The Cowlitz Transit Authority shall pay to the City, not less often than quarterly, in advance, for the services to be rendered pursuant to this agreement.

4. It is agreed that the Treasurer of Cowlitz County, Washington, shall be the treasurer of the Cowlitz Transit Authority, pursuant to RCW 36.57A.130, and said treasurer shall possess all of the powers, responsibilities and duties necessary and incidental thereto relating to the crediting and maintaining of funds, issuing of warrants, checks and drafts, and maintaining a record of receipts and disbursements. The treasurer shall establish a "transportation fund" into which all

Cowlitz Transit Authority funds shall be deposited, under the same restrictions, contracts, and security as provided for county depositaries, and said treasurer shall maintain such additional special accounts as may be created by the Cowlitz Transit Authority into which shall be placed all money as the Cowlitz Transit Authority may, by resolution, direct.

All disbursements from the "transportation fund" of the Cowlitz Transit Authority, as maintained by the Treasurer of Cowlitz County, Washington shall be upon properly presented monthly vouchers, which shall be approved for payment by the Cowlitz Transit Authority prior to their payment.

5. The Cowlitz Transit Authority shall be the owner of real and personal property acquired through grants or other funding applied for by the City of Longview, provided the Cowlitz Transit Authority has reimbursed the City for the matching share of the acquisition costs for such property.

All purchases of equipment and other assets by the Cowlitz Transit Authority through the City of Longview as the FTA's designated grant recipient, shall be deemed to be in the ownership of the grant recipient in the event of the dissolution of the PTBA and/or the Cowlitz Transit Authority.

6. The City of Longview, in its operation of the aforesaid public transportation system, shall collect such fares as shall be determined by the Cowlitz Transit Authority, and the amount so collected by the City of Longview shall be retained by the City of Longview and an accounting thereof shall be available to the Cowlitz Transit Authority and to the Treasurer of Cowlitz County, Washington, at

all times. The amount of such fares shall be offset against any amounts payable to the City of Longview by the Cowlitz Transit Authority pursuant to this agreement.

7. The services of the City of Longview pursuant to this agreement shall commence January, 1, 2013 and shall continue until midnight, December 31, 2016, unless sooner terminated as herein provided, or unless extended beyond December 31, 2016, by the mutual agreement of the parties hereto. In the event of the termination of this agreement at any time, and for any reason, the property of the City of Longview and the property of the Cowlitz Transit Authority shall be determined and set forth as provided in paragraph 5, above.

8. This agreement may be terminated, without cause, by either of the parties hereto upon the giving of not less than 180 successive calendar days advance notice to the other, in writing.

9. If for any cause, any party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if a party violates the terms and conditions of this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the failure or violation. If the failure or violation is not corrected within thirty (30) working days of the notice, then the party giving the notice may terminate the Agreement immediately upon giving written notice of termination to the other. The Parties agree, however, that the Parties shall be reimbursed for the costs of services provided through the date of termination of this Agreement.

10. The routes to be traveled by the public transportation services pursuant to this agreement, the fares to be charged, and the times of operation, shall be as determined by the governing body of the Cowlitz Transit Authority. In the event that work, services, parts, materials or supplies, or any other costs necessary or incidental thereto and agreed to or directed by the Cowlitz Transit Authority should exceed the amount budgeted by the City of Longview, such excess shall be promptly paid by the Cowlitz Transit Authority to the City of Longview upon the presentation of a voucher, approved by the Cowlitz Transit Authority.

11. This Interlocal Agreement is executed by the parties hereto pursuant to the powers granted to them in RCW Chapters 39.34 and 36.57A, and a copy hereof shall be filed with the Cowlitz County Auditor.

12. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision. Any waiver of any term or condition of this Agreement must be in writing signed by a person with authority to make such waiver.

13. Neither Party shall transfer or assign, in whole or in part, any or all of its rights or obligations under this Agreement without the prior written consent of the other.

14. It is mutually agreed by the Parties that this Agreement shall be governed by the laws of the State of Washington. Venue for any lawsuit shall be Cowlitz County.

15. This Agreement constitutes the entire, final, complete and exclusive statement of the terms of the Agreement between the Parties on the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties.

16. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of the Agreement.

IN WITNESS WHEREOF, this agreement has been executed on the date and day indicated below with reference to each of the parties hereto.

DATED this 20 day of December, 2012.

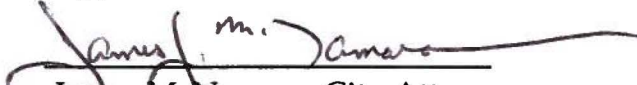
City of Longview

by: 
Robert J. Gregory, City Manager

ATTEST:


City Clerk

Approved as to Form


James McNamara, City Attorney

Cowlitz Transit Authority

by: 
Don Jensen, Chair

Approved as to Form


Jesse D. Conway, Legal Counsel
Cowlitz Transit Authority