

MEMORANDUM OF UNDERSTANDING

Between

**The City of Lynnwood,
19100 44th Ave West
Lynnwood, WA 98036**

And

**Snohomish County Public Transportation Benefit Area (PTBA)
hereinafter referred to as “Community Transit”
7100 Hardeson Road, Everett, WA 98203**

In support of the Bike2Health Project (Project), Community Transit and the City of Lynnwood (City) agree to enter into a Memorandum of Understanding (MOU) agreement for five (5) bicycle storage units and five (5) bicycle locks to be located at Community Transit’s Ash Way and Swamp Creek Park and Ride Transit Facilities located respectively at 16327 Ash Way, Lynnwood and 3115 164th St. SW, Lynnwood.

NOW THEREFORE, the parties hereto agree:

Article I. Purpose and Process

The purpose of this Memorandum of Understanding (MOU) is for the purchase, receipt, installation, maintenance service and payment of five (5) bicycle storage units and five (5) bicycle locks located at Community Transit’s Ash Way and Swamp Creek Park and Ride Transit Facilities, located respectively at, 16327 Ash Way, Lynnwood and 3115 164th St. SW, Lynnwood.

Community Transit agrees to (1) conduct the procurement process in accordance with Community Transit’s, City of Lynnwood and the Verdant grant procurement processes, following the most restrictive process, (2) obtain the City’s approval prior to initiating the order, (3) issue the order and receive the goods, (4) provide, at no cost to the City, the installation and maintenance service for the Ash Way and Swamp Creek Park and Ride bicycle storage units and bicycle locks for a minimum of 5 years, during the life of this contract, the bicycle storage and locks may be temporarily or permanently relocated to a suitable location within Verdant’s Health District Boundaries.

The City agrees to: (1) upon completion of the purchase, receipt, installation and final approval by the City, contribute an amount, not to exceed \$15,000, of funding through the Verdant grant to the project.

Article II. Invoice and Payment Process

Upon completion of the Project and approval by the City, Community Transit will submit a reimbursement request to the City for the full purchase cost, excluding installation, of the bicycle storage and bicycle locks. The reimbursement request shall, at a minimum, include the invoice(s) and any required documents in reference to the total purchase cost. The reimbursement request shall be sent to the City of Lynnwood, Accounts Payable, 19100 44th Ave West, Lynnwood, WA 98036.

Article IV. Duration of Memorandum of Understanding

This MOU shall be effective on the last signature date set forth below and shall remain in place for life of the five (5) bicycle storage and five (5) bicycle locks purchased and installed under this agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding by having their representatives affix their signatures below.

By,

DocuSigned by:
Nicola Smith

Nicola Smith
Mayor
City of Lynnwood

DocuSigned by:
Emmett Heath *Emmett.Heath@commtrans.org*

Emmett Heath
Chief Executive Officer
Community Transit

Date Signed: 2/4/2020

Date Signed: 2/3/2020 | 5:31 PM PST