

INTERCITY TRANSIT - PIERCE TRANSIT EXPRESS SERVICE AGREEMENT

THIS AGREEMENT ("Agreement"), dated March 10, 2015 is entered into pursuant to the Interlocal Cooperation Act, RCW 39.34 by and between THURSTON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION ("Intercity Transit") and PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION ("Pierce Transit"), each of which is herein referred to individually as a "Party" or collectively as "Parties."

WHEREAS, the Parties are duly authorized to provide public transportation services in the Puget Sound region of Washington State; and

WHEREAS, Pierce Transit cannot financially support or operate Express Service between Thurston County and Pierce County due to financial constraints, but Pierce Transit is committed to coordinating with Intercity Transit to plan service for cross-county regional travel by Thurston and Pierce County residents and visitors; and

WHEREAS, Intercity Transit operates cross-county Express Service between Thurston and Pierce Counties and will continue to jointly plan service with Pierce Transit; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Section 1. PURPOSE

The purpose of this Agreement is to establish a program of coordinated service and service changes. This agreement further memorializes the Parties' agreement that Intercity Transit may continue to operate the Express Service including and within the boundaries of Pierce Transit's service district.

Section 2. TERM OF AGREEMENT

a) Effective Date and Termination. This Agreement will become effective on the first date when it has been duly executed by the Parties and shall remain in effect until terminated by either party. Termination may be effected at any time by providing written notice at least ninety (90) days in advance.

b) Annual Review. On or before October 1 of each calendar year, the Parties will meet and confer to identify necessary or appropriate modifications to this Agreement. Any such modification(s) shall be made as provided in Section 9(d) of this Agreement.

Section 3. CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated by reference into this Agreement:

EXHIBIT A -- Designated Representatives of the Parties
Exhibits may be amended as provided in Section 9(d), Amendment.

Section 4. COMMUNICATIONS

a) Designated Representatives. To ensure effective and efficient intergovernmental cooperation, each Party will designate a representative responsible for communications under this Agreement (the "Designated Representative"). Each Party's Designated Representative is identified in Exhibit "A". A Party may change its Designated Representative by providing notice to the other Parties, and Exhibit "A" will be revised accordingly.

b) Notices. Any notice required under the terms of this Agreement will be directed to the Parties' Designated Representatives and the persons signing this Agreement at the addresses listed in Exhibit "A", return receipt requested. Notice will be considered issued and effective upon receipt by the addressee.

Section 5. DEFINITIONS

a) Express Service. "Express Service" is any Intercity Transit-operated Express transit service between Thurston and Pierce County. For the purposes of this Agreement, Commuter Vanpool services operated by each Party are not considered a part of this Agreement.

b) Classes of Boardings. "Express customer" is any person riding Intercity Transit's Express Service and who may transfer in either direction between Express Service and the corresponding local or regional service provider.

Section 6. RESPONSIBILITIES OF THE PARTIES

a) Shared Responsibilities

i) Each Party to this Agreement will, at its sole expense, undertake its responsibilities required to implement the terms of this Agreement. Each Party will assume the communication and administration responsibilities of this Agreement.

ii) The Parties will coordinate in advance of regional scheduled service changes in conjunction with changes typically occurring in the Spring, Fall and Winter seasons. Each agency will advise the Designated Representative at the other agency, as identified in Exhibit "A" of this Agreement, of its intent to add or modify Express Service routes, service levels, schedules or fares at least 60 days prior to the proposed effective date of any such changes.

iii) The Parties will coordinate in advance of any new placement or relocation of bus stops served by Express Service routes, including park and ride lots and transit centers. Pierce Transit will lead this process in Pierce County and Intercity Transit will lead the process in Thurston County. Stop signage and customer information will be coordinated by the Parties and may be posted on each Party's existing structures and posts. Necessary signage may be provided by the agency requesting placement of same. Installation of signage may be conducted by the facilities crews respectively responsible for each agency's service area. The costs for such signage installations (not including the signs) will generally be the responsibility of the agency conducting the installation but costs can be shared. Where available, restroom and lounge facilities for coach operators will be made available for mutual use by each agency.

iv) Except if provided otherwise by law, Pierce Transit will provide coordination for Express Service on all matters relating to other municipalities in Pierce County. Intercity Transit will provide coordination for Express Service on all matters relating to other municipalities in Thurston County.

v) Each agency will make informational materials, such as schedules and brochures available to mutual customers.

vi) Pierce Transit will honor Intercity Transit Employee, Dependent/Family, Retiree, Citizen Advisory and Board Member transit identification as valid fare payment on its local service. Intercity Transit will honor Pierce Transit Employee identification as valid fare payment on its services.

Section 7. DISPUTE RESOLUTION

In the event of any dispute concerning any section of this Agreement or upon the request of any Party, the Chief Executive Officer and General Manager of the Parties will confer to resolve the dispute. In the event the Parties are unable to resolve the dispute, the Parties may submit the matter to a mutually agreed upon, non-binding mediator who will recommend a resolution within 90 days. The cost of such mediation shall be equally divided between the Parties who are subject to the dispute. Such mediation shall be required before an action may be filed to adjudicate the dispute in a court of law.

Section 8. RELATIONSHIP TO PREVIOUS AGREEMENTS

This Agreement supersedes the Olympia Express Program Agreements between Pierce County Public Transportation Benefit Area and Intercity Transit, dated: September 1, 1999, as amended; August 1, 2010, as amended; and February 16, 2012, as amended.

Section 9. ADDITIONAL TERMS AND CONDITIONS

a) Indemnification. To the maximum extent permitted by law, each Party will defend, indemnify and hold harmless the other Party and its officials, employees or agents from and against all claims, demands, suits, actions, costs, damages and liability of any kind whatsoever that arise from any cause whatsoever as a result of the indemnifying party's performance of the work and activities contemplated by the Agreement including injuries to persons or damage to property, which arise out of, are connected with, or are due to the negligent acts or omissions of the indemnifying Party, its officials, employees or agents in performing its obligations under this Agreement. Each Party's obligation hereunder shall apply only to the extent of the negligence of the indemnifying Party or its officials, employees or agents.

For purposes of indemnification to the other Party only, each Party waives its immunity under the Worker's Compensation Act, Title 51 RCW, but only to the extent of its negligence where such negligence is determined in a proceeding for that purpose. Each party recognizes that this waiver has been the subject of mutual negotiation and is expressly entered into pursuant to RCW 4.24.115, to the extent that provision is applicable. This partial waiver is not intended and shall

not be construed to waive either Party's Title 51 RCW immunity from suit by any employee of that Party.

b) Severability. If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions unaffected thereby will remain in full force and effect. This Agreement will be governed by the laws of the State of Washington.

c) Assignment. No Party may assign or transfer in any manner any interest, obligation or benefit under this Agreement without the prior written consent of all other Parties.

d) Amendment. All amendments to this Agreement must be in writing. Such amendments are effective only upon the signature of the General Manager of Intercity Transit and Chief Executive Officer of Pierce Transit.

e) Entire Agreement. This Agreement embodies the Parties' entire agreement on the issues covered by it, except as supplemented by subsequent written agreements that the Parties may make. All prior agreements, negotiations and draft written agreements are merged into and superseded by this Agreement.

f) Counterparts. This Agreement will be executed in two (2) counterparts, each of which will be considered for all purposes as an original.


IN WITNESS WHEREOF, each party has caused this Agreement to be signed by its duly authorized officer or representative as of the date set forth below his or her signature

THURSTON COUNTY PUBLIC
TRANSPORTATION BENEFIT AREA
CORPORATION

By: 
Ann Freeman-Manzanares
General Manager

Date: 3/13/15

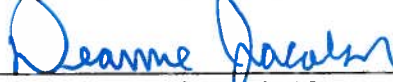
PIERCE COUNTY PUBLIC
TRANSPORTATION BENEFIT AREA
CORPORATION

By: 
James L. Walton
Interim Chief Executive Officer

Date: _____

By: 
Wayne Fanshier
Chief Financial Officer

ATTEST:

By: 
Deanne Jacobson, CMC
Clerk of the Board

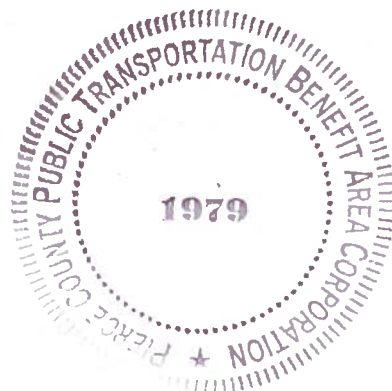


EXHIBIT A

Designated Representatives

Jay Peterson
Pierce Transit
3701 96th Street SW
P.O. Box 99070
Lakewood, WA 98499-0070
(253) 984-8203
jpeterson@piercetransit.org

Dennis Bloom
Intercity Transit
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