

PIERCE TRANSIT – INTERCITY TRANSIT

DEMONSTRATION INTERCOUNTY EXPRESS SERVICE PROGRAM AGREEMENT

THIS AGREEMENT (“Agreement”), dated November 21, 2013, is entered into by and between PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION (“Pierce Transit”) and the THURSTON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION (“Intercity Transit”), each of which is herein referred to individually as “Party” or collectively as “Parties” pursuant to the Interlocal Cooperation Act, RCW 39.34.

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

WHEREAS, the Parties are duly authorized to provide public transportation and to collect fares for such services; and

WHEREAS, Pierce Transit and Intercity Transit have each historically operated fixed route service between Thurston and Pierce Counties separately though the Parties have jointly marketed and planned the service;

WHEREAS, the Parties operated the “Olympia Express” pursuant to an Interlocal Agreement dated August 1, 2010 that provided for regional fare coordination and joint marketing and planning for the service;

WHEREAS, Pierce Transit eliminated its Olympia Express service October 2, 2011 as a result of budget reductions and loss of revenue due to the economic recession; and

WHEREAS, Intercity Transit has continued to operate intercounty express service between Thurston County and Pierce County; and

WHEREAS, Pierce Transit’s Board of Commissioners adopted a Strategic Direction on July 8, 2013, which identified five focus areas for Pierce Transit, including developing tailored community solutions; and

WHEREAS, Pierce Transit is developing a six-month demonstration project that will provide new express, limited-stop connections between Thurston County and University Place and also Thurston County to Puyallup in Pierce County; and

WHEREAS, the Parties have determined that coordination between the Parties on these demonstration projects will promote transit use throughout the region by both their individual and collective customers due to increase ease and convenience;

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 demonstration program for coordinated services between Pierce Transit and Intercity Transit.

Section 2. TERM OF AGREEMENT

Effective Date and Termination. This Agreement will become effective on the first date when it has been duly executed by all of the Parties and shall remain in effect through June 8, 2014.

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.

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”) as 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.) Intercounty Express Service (or “Express Service”). The combination of Routes 603, 605, 609, 612, and 620 currently operated by Intercity Transit. The Parties OLYMPIA EXPRESS PROGRAM AGREEMENT DATED August 1, 2010 and amended on February 17, 2013 remains in full force and effect and nothing herein should be construed to amend that agreement.
- b.) Demonstration Intercounty Express Service (“Demonstration Express Service”). The combination of Routes 475 and 485 operated by Pierce Transit to test possible new express services between University Place and Olympia and Olympia and Puyallup.
- c.) Commuter vanpool and paratransit services. This does not include commuter vanpool services or any paratransit services operated by each Party nor are these services a part of this Agreement.
- d.) “Intercity Transit Express Customer.” Any person riding Intercounty Express Service operated by Intercity Transit who may transfer in either direction between Express or the corresponding local service provider. “Demonstration Express Service Customer.” Any person riding Demonstration Express service operated by Pierce Transit and who may transfer in either direction between the Demonstration Express service or the corresponding local service provider.

Section 6. RESPONSIBILITIES OF THE PARTIES

- a.) Each Party to this Agreement will, at its sole expense, undertake its responsibly required to implement the terms of this Agreement. Each Party will assume the communication and administration responsibilities of this Agreement.
- b.) Pierce Transit will operate the Demonstration Express Service for a period of no more than six months. Ridership and revenue data will be analyzed by Pierce Transit to determine if the service merits continuation beyond the demonstration period.
- c.) The Demonstration Express Service will start December 9, 2013 which is off cycle with regularly-scheduled service changes. Future service modifications will be coordinated by the Parties in advance of scheduled service changes that occur in the Spring, Summer, and Fall.
- d.) The Parties will coordinate in advance of any new placement or relocation of bus stops served by the Demonstration Express Service. Pierce Transit will lead this process in Pierce County and Intercity Transit will lead the process in Thurston County. Stop signage and customer information may be posted on each Party's existing structures and posts. Necessary signage will be paid for and provided by the agency requesting placement of same. Installation of signage will be conducted by the facilities crews responsible for each agency's respective service area. The costs for such signage installation will be the responsibility of the agency conducting the installation. Where available, restroom and lounge facilities for coach operators will be made available for mutual use by the Parties.
- e.) Except in matters involving legal actions or authority, Pierce Transit will provide coordination on all matters relating to other municipalities in Pierce County. Intercity Transit will provide coordination on all matters relating to other municipalities in Thurston County.

Section 7. FARES

Pierce Transit will utilize regional ORCA fare media and cash as the fare mechanism for the Demonstration Express service. ORCA media is not transferrable for use on Intercity Transit services. Intercity Transit fare media is not transferrable as a fare mechanism for the Pierce Transit Demonstration Express Service.

Section 8. 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 for mediation 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 9. OTHER TERMS AND CONDITIONS

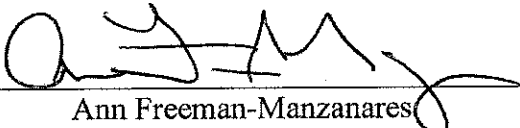
- a.) Severability. If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions unaffected thereby will remain in full force and effort. This Agreement will be governed by the laws of the State of Washington.


- b.) 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.
- c.) Amendment. All amendments to this Agreement must be in writing. Such amendments are effective only upon the signature of the Chief Executive Officer of Pierce Transit and General Manager of Intercity Transit.
- d.) 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, however, nothing herein should be construed to in any way affect, alter, or diminish the Parties' prior agreement for Olympia Express service entered into on August 1, 2010 and amended on February 17, 2013 shall remain in full force and effect.
- e.) 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.

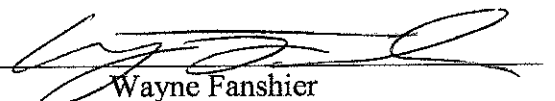
INTERCITY TRANSIT

PIERCE TRANSIT

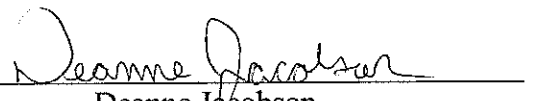
BY: 
 Ann Freeman-Manzanares
 General Manager

BY: 
 Lynne Griffith
 Chief Executive Officer

Date: 12/2/13

BY: 
 Wayne Fanshier
 Chief Financial Officer

ATTEST:

BY: 
 Deanne Jacobson
 Clerk of the Board

Date: 11-21-13

EXHIBIT A

Designated Representatives

Jay Peterson
Pierce Transit
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Dennis Bloom
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