

**Interlocal Agreement for 2017 Downtown to Defiance Trolley Service
among City of Tacoma,
Metropolitan Park District of Tacoma,
and Pierce County Public Transportation Benefit Area**

Pursuant to ch. 39.34 RCW, this interlocal agreement (“Agreement”) is made and entered into this 31st day of March, 2017 (the “Effective Date”), by and among the Pierce County Public Transportation Benefit Area Corporation (“Pierce Transit”), a Washington municipal corporation; the City of Tacoma (“City of Tacoma”), a Washington municipal corporation and city of the first class; and Metropolitan Park District of Tacoma, a special purpose district responsible for park and recreation programs (“Metro Parks”), all of which entities may be referred to hereinafter individually as “Party” or collectively as the “Parties.”

RECITALS

Whereas, the Parties have identified a need for a tailored transportation service from downtown Tacoma to Point Defiance Park, along Ruston Way; and

Whereas, this service is designed to promote Pierce County’s physical assets to both local residents and tourists alike to expand access and investment from across the South Sound region and beyond; and

Whereas, the seasonal trolley service will strengthen awareness of Tacoma and Pierce County as a place to live, work and play by promoting some of the South Sound’s local and regional treasures including museums, Ruston Way and Point Defiance Park; and

Whereas, the Downtown to Defiance Trolley service will aim to enhance the local economy by drawing more local and regional visitors to hotels, restaurants, parks and the zoo while attracting new investment to the South Sound region; and

Whereas, Pierce Transit’s 2017 Budget includes the required service hours to operate the seasonal Downtown to Defiance Trolley pilot service with contribution from partners including the City of Tacoma and Metro Parks; and

Whereas, the Parties desire to enter into an agreement to provide seasonal transportation service in 2017 between Memorial Day and Labor Day weekends; and

Now therefore the Parties agree as follows, incorporating by reference the above Recitals:

1. PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to enter into a mutually beneficial contractual relationship to provide seasonal trolley service in Tacoma. Such service is described in Attachment A to this Agreement and is referred to herein as the “Project.” Attachment A is incorporated herein and made a part of this Agreement by this reference.

- 1.2 This Agreement establishes the responsibilities of the Parties in relation to the Project, including methods for financing, implementing, improving and terminating the Project.

2. PIERCE TRANSIT'S RESPONSIBILITIES

- 2.1 Pierce Transit will provide and maintain the vehicles and operate the service as described in Attachment A.
- 2.2 Pierce Transit will pay its financial share as described in Attachment A.
- 2.3 Pierce Transit will operate the seasonal Downtown to Defiance Trolley service as described in Attachment A.
- 2.4 Pierce Transit will manage the placement and installation of required trolley bus stops. This includes the construction of a temporary bus stop in the southbound direction of Ruston Way on City of Tacoma owned property across from Harbor Lights Restaurant.
- 2.5 Pierce Transit will promote this seasonal trolley service through the Agency's regular communication channels, including: the March 2017 service change rider alert brochure; website promotion; social media; as feasible on rider alert signage at boarding locations; and posters inside Pierce Transit buses and SHUTTLE vehicles.
- 2.6 As available in Pierce Transit's 2017 Budget, the Agency will create and fund supplemental advertising to promote the service. Specific media placements will be coordinated by Pierce Transit's Marketing staff. Options may include: exterior transit advertisements on Pierce Transit vehicles; ad shelter displays; print ads in major publications such as the News Tribune, Herald, and Tacoma Weekly; and Downtown to Defiance trolley service brochures.
- 2.7 Pierce Transit will lead and coordinate the Parties' joint Marketing and Communications team.

3. CITY OF TACOMA'S RESPONSIBILITIES

- 3.1 City of Tacoma will pay its financial share as described in Attachment A.
- 3.2 City of Tacoma will provide assistance with approval of new bus stops required for the Downtown to Defiance Trolley service including review with Traffic Engineering and approval notice to Pierce Transit's Bus Stop Program.
- 3.3 The Downtown to Defiance Trolley will require installation of one southbound bus stop on Ruston Way which requires a temporary construction pad to be used for ADA accessible boarding. The site of this stop has already been identified and approved by Tacoma Public Works, Traffic Engineering Division. The City will provide approval to use this site for the service and the duration of the seasonal trolley service, will temporarily close two parking stalls needed for the bus stop. In

addition, the City will provide temporary signage and striping at this site to deter private vehicle parking in the pedestrian path from the bus zone.

- 3.4 City of Tacoma staff from Community and Economic Development Department and Media and Communications Office will actively participate on the Parties' joint Marketing and Communication team developing plans to promote the seasonal trolley service.
- 3.5 City of Tacoma will promote the service using available communication methods such as linking to the project website from the City's web site, social media postings, and other tools typically utilized by the City for outreach for its programs.

4. METRO PARKS' RESPONSIBILITIES

- 4.1 Metro Parks will pay its financial share as described in Attachment A.
- 4.1 Metro Parks will grant approval of temporary bus stops mutually agreeable to both Pierce Transit and Metro Parks at Point Defiance Park. These stops are tentatively identified at the Pagoda and Zoo entrance.
- 4.2 Metro Parks will work with Pierce Transit to explore the potential to temporarily redirect traffic flow around the Zoo to provide a more efficient traffic pattern for the buses operating the Downtown to Defiance Trolley service. If feasible, the design will be implemented in time for start of the service.
- 4.3 Metro Parks' staff will actively participate in the Parties' joint Marketing and Communication team developing plans to promote the service.
- 4.4 Metro Parks will promote the service using available communication methods such as linking to the project website from Metro Parks' and Point Defiance Zoo's web sites, include information on the Zoo's "How to Get There" web site, social media postings, and other tools typically utilized by Metro Parks for outreach for its programs.

5. COST OF SERVICE

The estimated cost of service is based on a cost per service hour and cost per service mile using Pierce Transit's cost allocation model. The estimated cost for the service uses service hours for the duration of the seasonal Downtown to Defiance Trolley service as well as the estimated miles operated by the trolley vehicles to provide the seasonal trolley service as outlined in Attachment A.

6. EFFECTIVE TERM OF AGREEMENT

This Agreement is entered into to be effective for a term beginning on the Effective Date and continuing through September 3, 2017.

7. PAYMENT PROCEDURES

- 7.1 Within 30 days of receipt of monthly invoices during the effective term, the City of Tacoma and Metro Parks will provide payment of pledged funds as described in Attachment A for the transit service provided for herein.
- 7.2 In kind donations that further support marketing and outreach efforts for the Downtown to Defiance Trolley Service are considered above and beyond the pledged funds and will not be considered as partial payment of this cost.

8. INDEMNIFICATION AND LEGAL RELATIONS

- 8.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.
- 8.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.
- 8.3 Each Party shall defend, indemnify and hold harmless the other Parties, their elected officials, officers, officials, employees and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own (a) sole or proportionate concurrent negligent, intentional or wrongful acts or omissions or (b) performance of this Agreement. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- 8.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or in equity.
- 8.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Pierce County, Washington or the United States District Court of the Western District of Washington, located in Tacoma, Washington, shall have jurisdiction and venue, as provided by law, over any legal action arising under this Agreement.

8.6 The provisions of this section shall survive any termination of this Agreement.

9. CHANGES AND MODIFICATIONS

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto.

10. TERMINATION OF AGREEMENT

10.1 Any of the Parties may terminate this Agreement, in whole or in part, upon forty-five (45) days' notice to the non-terminating Party(ies) for an uncured material breach by any other Party. Such termination shall be by written notice delivered by certified mail, return receipt requested, of intent to terminate.

10.2 If City of Tacoma or Metro Parks terminates, the Party that terminates will pay Pierce Transit their pro-rated share of the reasonable costs incurred by Pierce Transit for startup and operation costs through the date of termination.

11. FORCE MAJEURE

Any Party shall be excused from performing their obligations under this Agreement during the time and to the extent that such Party is prevented from performing its obligations hereunder by any cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions; commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event, however, shall this provision eliminate the obligation to make payment to Pierce Transit for work actually performed in accordance with this Agreement.

12. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized Parties and attached to this Agreement.

13. ASSIGNMENT

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that no Party shall assign nor transfer in any manner any interest, obligation or benefit of this Agreement without the others' prior written consent.

14. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties hereto and their respective successors and assigns any rights or remedies under or by virtue of this Agreement.

15. MUTUAL NEGOTIATION AND CONSTRUCTION

This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated among, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against any Party.

16. ALL TERMS AND CONDITIONS

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties related to the subject matter hereof and constitutes the entire agreement between the Parties. This Agreement may be amended only by written agreement of the Parties.

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

17. CONTACT PERSONS

The Parties hereby designate the following individuals as their contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement:

	City of Tacoma
Contact Name	Ricardo Noguero
Title	Director Community and Economic Department
Address	747 Market Street; Tacoma, WA 98402
Telephone	253-591-5141
E-Mail	rnoguera@cityoftacoma.org

	Metropolitan Park District of Tacoma
Contact Name	Joe Brady
Title	Chief Strategy Officer
Address	4702 S 19th St; Tacoma, WA 98405
Telephone	(253) 305-10
E-Mail	joeb@tacomaparks.com

	Pierce Transit
Contact Name	Tina Lee
Title	Community Development Administrator
Address	PO Box 99070; Lakewood, WA 98496
Telephone	253-589-6887
E-Mail	tlee@piercetransit.org

Each Party warrants and represents that its execution of this Agreement has been authorized by its governing body.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the 3rd day of March, 2017.

CITY OF TACOMA

Mark Lauzier
 Mark Lauzier, Assistant City Manager

Approved as to Form:
[Signature]
 Deputy City Attorney

[Signature]
 Ricardo Noguera, Director Community and Economic Development
 City of Tacoma

Date: 1/18/17

[Signature]
 Andrew Cherullo, Finance Director

METRO PARKS

Shon Sylvia
 Shon Sylvia, Executive Director
 Metropolitan Parks District of Tacoma

Date: 3-3-17

PIERCE TRANSIT

Sue Dreier
 Sue Dreier, CEO
 Pierce County Public Transportation Benefit Authority

Date: 2/23/17

Attachment A
Direct Financial Partnership Scope of Work
2017 Seasonal Downtown to Defiance Trolley Service
City of Tacoma, Metro Parks and Pierce Transit

I. Monetary Contributions: Monetary contributions of the Parties are as follows:

A. The estimated operational cost for the service is \$250,804 as described below.

Downtown To Defiance Trolley Estimated Route Costs	
Estimated Number of Days of Service	45
Estimated Service Hours	1,499.85
2017 Operating Cost per Service Hour	\$ 158.17
Subtotal	\$ 237,231.27
Estimated Service Miles	14,287.50
2017 Operating Cost Per Service Mile	\$0.95
Subtotal	\$ 13,573.13
Estimated Seasonal Trolley Route Costs	\$ 250,804.40

A. The City of Tacoma's partnership contribution to the service is \$70,000.

B. Metro Parks' partnership contribution to the service is \$70,000.

C. In addition to these partnership funds, South Sound Together is contributing grant funds of \$45,000 for the operation of the service.

D. Pierce Transit will contribute the remaining operational cost for the seasonal trolley service which is estimated at \$65,804. Pierce Transit will continue to seek partnership and grant funds to assist in the operational cost of this seasonal pilot trolley service. If actual costs exceed the estimated amount, Pierce Transit will be liable for the higher cost as long as the service provided does not change significantly. If the parties agree to alter the service in ways that result in an increase in service hours, then this cost-sharing agreement will be renegotiated.

E. In addition to its share of the seasonal trolley service operating cost, Pierce Transit will contribute an estimated \$130,000 for other in-kind required project expenses including marketing and promotion, bus stops and signage, operator uniforms, and seasonal trolley vehicle modifications.

F. All fares accepted on local Pierce Transit fixed route services will be accepted on the Downtown to Defiance Trolley service. The fare for the Downtown to Defiance

Trolley service will be \$2.00 adult, and standard youth and discounted fares. Fares will be retained by Pierce Transit in order to offset its in-kind and operational contributions. The price of a one-day unlimited use pass will be \$5.00. ORCA cards shall be valid for use on the Downtown to Defiance Trolley.

II. Description of Service

Downtown to Defiance Trolley Service will commence June 2, 2017 and terminate September 3, 2017. Service will be provided on Fridays, Saturdays and Sundays during the demonstration period, additionally service will be provided on Third Thursday Art Mingle Days. Trips will operate every 30 minutes approximately between the hours of 10:30am and 8:30pm. Every bus is ADA accessible with wheelchair lift.

Preliminary Routing and Bus Stops for Downtown to Defiance Trolley Service



