

**Modification 1**  
**to**  
**Agreement GA 0207-17**  
**Use of Transit Facilities**

In accordance with Section 7 (*Changes and Modifications*) of Agreement GA 0207-17 the ("Agreement"), this Modification 1 is entered into by and between Sound Transit and **Pierce Transit**

Pierce Transit has contracted with Lyft to serve as the service partner under its FTA Sandbox Mobility on Demand Limited Access Connections project. The purpose of this Modification is to change the Pierce Transit service partner from Uber to Lyft. Now, therefore, the parties agree to modify the Contract as follows:

1. The service partner identified in the agreement is changed from Uber to Lyft. All instances of the name "Uber" in the agreement are replaced by the name "Lyft"

All other provisions of Agreement GA 0207-17, shall remain in full force and effect.

This Modification 1 shall be effective as of the date signed by Sound Transit.

Approved  
Sound Transit



Signature

Brian Brooke, Senior Manager

Print or Type Name, Title

Date: 3/16/18

Approved  
Pierce Transit



Signature

Sue Dreier, CEO

Print or Type Name, Title

Date: 3/23/18

**Agreement GA 0207-17 Between  
Pierce County Public Transportation Benefit Area  
And  
Sound Transit  
For Use of Transit Facilities**

This Agreement is made by and between Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit"), a Washington municipal corporation; and Central Puget Sound Regional Transit Authority ("Sound Transit"), referred to hereinafter individually as "Party" or collectively as the "Parties."

**RECITALS**

Whereas, there is a need for transportation service to and from the Puyallup Station to be provided by Uber, a transportation networking company, as part of Pierce Transit's FTA Sandbox Mobility on Demand Limited Access Connections project ("Service") that will connect passengers to Sound Transit's Sounder train services;

Whereas, the Service is designed to promote ridesharing to and from park & ride facilities adjacent to the Puyallup Station providing access to public transit; and

Whereas, the Service is designed to improve access to transit and reduce traffic and parking congestion around the Puyallup Station; and

Whereas, the Puyallup Station provides convenient connections to Sound Transit's Sounder train; and

Whereas, the Service requires use of Sound Transit's Puyallup Station pick-up and drop-off area;

Whereas, Sound Transit is amenable to sharing its facilities and authorizing the Service to utilize pick-up and drop-off areas in order to improve coordination of public transit services;

Now therefore the Parties agree as follows:

**1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to authorize Pierce Transit, through its Service partner, to utilize Puyallup Station facilities for ridesharing and to establish the general responsibilities of the Parties in relation to the Service.

**2. LIMITED ACCESS CONNECTIONS SERVICE DESCRIPTION**

The Service is funded by a FTA Sandbox Mobility on Demand grant whereby Pierce Transit pays for eligible rides driven by Uber's driver partners. Rides are provided in Uber driver partners' personal vehicles. The Service allows customers to ride Uber to or from the Puyallup Station provided that the customer's origin or destination falls within certain areas and occurs between 5am – 7 pm on weekdays (not including holidays). The Service does not collect a fare; Uber trips are paid for by Pierce Transit with grant funds. The primary

purpose of the Service is to connect commuters with Sounder train service at Puyallup Station without the need for parking a vehicle at congested park & rides.

### **3. PIERCE TRANSIT'S RESPONSIBILITIES**

In addition to paying for the Service, Pierce Transit will conduct the following activities:

#### **3.1 Promotion:**

- a) Pierce Transit will promote this service through its regular communication channels, including: website promotion; social media; in-app promotion in partnership with Uber and signage at pick-up and drop-off locations.
- b) Pierce Transit will produce custom ridesharing signage subject to review and approval by Sound Transit. Pierce Transit will provide ridesharing signage to Sound Transit to be installed by Sound Transit at pick-up and drop-off zones at Puyallup Station.
- c) Pierce Transit will incorporate Sound Transit's logo into materials designed by Pierce Transit. If an additional tagline or supplemental graphics are added, Sound Transit staff will have the right to approve such design alterations.

- 3.2 Data: Pierce Transit will conduct a hand count of pick-ups and drop-offs at Puyallup Station before the Service begins and periodically through the term of the Service. This data may be provided to Sound Transit upon request.

### **4. SOUND TRANSIT'S RESPONSIBILITIES**

- 4.1 Sound Transit will provide promotional support for the Service. This will be accomplished through the following activities:

- a) Sound Transit will promote the Service within many of its regular advertising and promotional materials. Options may include: posters at the Puyallup Station where and when space allows, a link to Service information on Pierce Transit's website, and indicate Service pick-up/drop-off location via Sound Transit's social media accounts.
- b) Sound Transit will provide to Pierce Transit their logo, compatible with Adobe Creative Suite 6, for Pierce Transit's use in supporting the Service.
- c) Prior to publishing Service promotional materials, Pierce Transit staff will submit proofs to Sound Transit's Marketing department for mutual review/approval. Sound Transit will complete reviews within three business days.
- d) Sound Transit will ensure that any promotional or other information it provides about the Service includes an accurate description of rides eligible for the Service.
- e) Sound Transit will install ridesharing signage at the pick-up and drop-off zones at Puyallup Station.

- 4.2 Sound Transit hereby agrees that the Service may utilize pick-up and drop-off zones at Puyallup Station as identified in Attachment 1. Sound Transit acknowledges that

given the nature of the Service, Pierce Transit is unable to require Uber driver partners to only pick up or drop off customers in those zones identified in Attachment 1. Pierce Transit shall not be deemed to be in breach of this agreement or its obligations to Sound Transit as a result of pick ups or drop offs occurring outside of those zones. Sound Transit will notify Pierce Transit of any misuse or repeated non-use of the pick up or drop off zones in Attachment 1.

- 4.3 Sound Transit agrees that Pierce Transit may operate the Service at the Puyallup Station as detailed herein and on Attachment 1.
- 4.4 Sound Transit agrees to provide Pierce Transit with data in order to measure Service outcomes during the term of the agreement. These data points include:
  - a) Parking lot counts at Puyallup Station(monthly)
  - b) Boardings/deboardings Sounder train at Puyallup Station (monthly)

## **5. SERVICE CHANGES**

- 5.1 Recognizing that unique and unusual circumstances beyond the control of either party to this agreement may require at any given time of year, temporary or permanent changes in the operating schedules of mutually agreed upon connecting service, each party agrees to provide notice of any such changes to the other party with at the least the following timelines:
- 5.2 Permanent time adjustments must be communicated in writing to the other party of this agreement a minimum of sixty (60) days prior to commencement of the service change.
- 5.3 Temporary or immediate time adjustments must be communicated by telephone with a follow-up written communication (email is appropriate).

## **6. INDEMNIFICATION AND LEGAL RELATIONS**

- 6.1 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.
- 6.2 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.
- 6.3 Each Party shall defend, indemnify and hold harmless the other Party, its 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 sole or

proportionate concurrent negligent acts or omissions or the 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.

- 6.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or in equity.
- 6.5 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.
- 6.6 The provisions of this section shall survive any termination of this Agreement.

## **7. CHANGES AND MODIFICATIONS**

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

## **8. EFFECTIVE DATE, TERM, AND TERMINATION OF AGREEMENT**

- 8.1 This agreement will become effective on the first date when it has been executed by both Parties and will be effective for eighteen (18) months unless terminated pursuant to the terms found in this section.
- 8.2 Any of the Parties may terminate this Agreement, in whole or in part, for any reason provided, however, that insofar as practicable, the Party terminating the Agreement will give not less than ninety (90) calendar days prior notice to non-terminating Party. Such termination shall be by written notice delivered by certified mail, return receipt requested, of intent to terminate.
- 8.3 On or before March 31, 2018, the Parties will meet and confer to identify necessary or appropriate modification to this Agreement. Any such modification(s) shall be made as provided per this Agreement.

## **9. FORCE MAJEURE**

Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a 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.

**10. 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.

**11. ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that neither Party shall assign nor transfer in any manner any interest, obligation or benefit of this Agreement without the other's prior written consent.

**12. 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.

**13. MUTUAL NEGOTIATION AND CONSTRUCTION**

This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, 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 either Party.

**14. 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.

**15. CONTACT PERSONS**

The Parties shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

Sound Transit	
Contact Name	Abby Chazarow
Title	Transportation Planner - Mobility Innovation
Address	401 S. Jackson St, Seattle, WA 98104
Telephone	206-903-7326
E-Mail	abby.chazarow@soundtransit.org

Pierce Transit	
Contact Name	Penny Grellier
Title	Business Partnership Administrator
Address	3701 96 <sup>th</sup> St SW, Lakewood WA 98499
Telephone	253-589-6886
E-Mail	pgrellier@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 10<sup>th</sup> day of November, 2017.

**SOUND TRANSIT**

**PIERCE TRANSIT**

Brian Brooke  
 (name, title)  
 Senior Mgr., Innovation & Performance

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

Date: 11/2/17

Date: 11/16/17

Attachment 1

2017 Transportation Agreement  
Sound Transit and Pierce Transit

- I. Service Location: the Limited Access Connections project is authorized to utilize the Puyallup Station as set forth herein to provide for connections between Limited Access Connections Service and Sounder train riders. Any changes or additions to the facilities authorized pursuant to this Agreement must be agreed to in writing in the sole discretion of Pierce Transit. Any such authorization may be made by email correspondence.
- II. Facilities authorized for Limited Access Connection project use include the pick-up and drop-off zone at Puyallup Station.

