

INTERCITY TRANSIT - PIERCE TRANSIT OLYMPIA EXPRESS PROGRAM AGREEMENT

THIS AGREEMENT ("Agreement"), dated February 16, 2012, is entered into by and between 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 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 can no longer support and operate Olympia Express service due to financial constraints but is committed to coordinate with Intercity Transit and plan service together for cross-county regional travel; and

WHEREAS, the Parties have determined that where possible regional fare coordination will continue to promote transit use by both their individual and collective customers due to ease and convenience; and

WHEREAS, Intercity Transit now operates Olympia Express service solely but will continue to jointly market and 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 changes and accepted fare media on Olympia Express service. The Parties agree that Intercity Transit may continue to operate the Olympia 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 through December 31, 2012, when it shall be extended automatically for additional and consecutive twelve (12) month terms unless terminated according to the provisions herein. Termination may be effected at any time by providing written notice at least ninety (90) days in advance.

b) Annual Review. On or about 90 days before each anniversary of the Agreement, the Parties will meet and confer to identify necessary or appropriate modifications. Any such modification(s) shall be made as provided in Section 10 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

EXHIBIT B – Accepted Fare Media

Exhibits may be amended as provided in Section 10, 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) Intercounty Olympia Express Service

"Olympia 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

"Olympia Express customer" is any person riding Intercity Transit's Olympia Express service and who may transfer in either direction between Olympia Express service and the corresponding local 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) Exhibit “B” details the fares and transfer media, which have been separately adopted by Pierce Transit and Intercity Transit, and are recognized through this Agreement.

iii) The Parties agree to 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 transit routes, service levels, schedules or fares at least 60 days prior to the proposed effective date of any such changes.

iv) The Parties will coordinate in advance of any new placement or relocation of bus stops served by Olympia Express service, 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 continue to be coordinated 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.

v) 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.

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

b) Joint Responsibilities of Intercity Transit and Pierce Transit

i) Existing fare and transfer media described in Exhibit B that have been adopted by Intercity Transit and Pierce Transit will be accepted as payment or partial payment on Olympia Express Service. The payment of an additional fare may be required as a means of compensating for differences in fare levels charged by the Parties.

c) Responsibilities of Intercity Transit

i) Intercity Transit Olympia Express service will honor transfers issued by Pierce Transit, as outlined in Exhibit “B.”

ii) Intercity Transit will assume the following responsibilities for vehicles it operates, on Olympia Express service:

- Count monthly boardings and fare categories;
- Provide audit information as requested of accepting Pierce Transit transfers and/or boarding reports;
- Ensure acceptance of agreed upon fare media on affected service;
- Provide information to the public on the availability and use of fare media;

- Provide sales outlets for Intercity Transit fare media; and
- Manage, as needed, employer programs utilizing fare media.

d) Responsibilities of Pierce Transit

i) Pierce Transit will provide Intercity Transit with a stock of valid Pierce Transit paper transfers for each day Olympia Express service operates. These transfers will be for cash paying passengers who transfer from Intercity Transit's Olympia Express to local Pierce Transit services.

ii) Pierce Transit will assume the following responsibilities:

- Ensure acceptance of agreed upon fare media on affected service;
- Provide information to the public on the availability and use of fare media;
- When possible sales outlets for Intercity Transit fare media; and
- Manage, as needed, employer programs utilizing fare media.

Section 7. AUDIT AND REPORTING REQUIREMENTS

a) **Audit by Parties.** Each Party will have the ability, at its own expense, to audit the other Parties' data, documents, reports, records, contracts, and supporting materials relating to this Agreement after providing 30 days notice.

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 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 9. 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, and August 1, 2010, as amended.

Section 10. LEGAL RELATIONS

a) **Indemnification.** To the maximum extent permitted by law, each Party will defend, indemnify and hold harmless the other Parties and their officials and employees from and against all claims, demands, suits, actions, costs, damages, and liability of any kind whatsoever that arise out of or are related to the acts or omissions of the indemnifying Party and its officials, employees, agents and contractors. The indemnifying Party specifically assumes liability for actions brought by its own employees against the other Parties and for that purpose the indemnifying Party specifically waives, as respects the other Parties only, any immunity under

other legal expenses to enforce the provisions of this section against another Party, all such fees, costs and expenses will be recoverable by the prevailing 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 Chief Executive Officer of Pierce Transit and General Manager of Intercity 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.

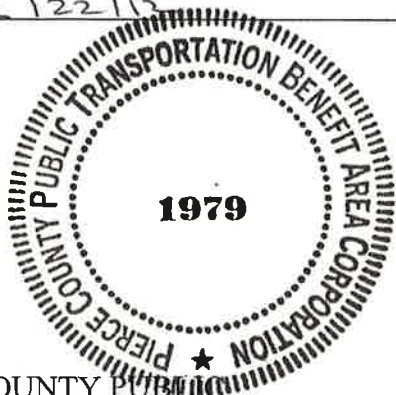
f) Counterparts. This Agreement will be executed in two (2) counterparts, each of which will be considered for all purposes as an original.

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

INTERCITY TRANSIT

By: [Signature]
Michael Harbour,
General Manager

Date: 2/22/12



PIERCE COUNTY PUBLIC
TRANSPORTATION BENEFIT AREA
CORPORATION

By: [Signature]
Lynne Griffith
Chief Executive Officer

Date: 2/16/12

By: [Signature]
Wayne Fanshier
Vice President, Finance

ATTEST:
By: [Signature]
Treva Percival, CMC
Clerk of the Board *MMC*



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
526 Pattison S.E.
P.O. Box 659
Olympia, WA 98507-0659
(360) 705-5832
dbloom@intercitytransit.com

EXHIBIT B
Accepted Fare Media

Intercity Transit will accept the following fares and fare media on all Olympia Express Service. When required, an additional fare will be collected, as indicated in this Exhibit.

Cash Fare

The cash fare on Olympia Express service shall be two dollars and fifty cents (\$2.50) for full-fare riders and one dollar and twenty-five cents (\$1.25) for individuals presenting a Regional Reduced Fare Permit (either version of a Regional or ORCA Regional permit).

Transfers

Intercity Transit's northbound Olympia Express service to Pierce County will only issue Pierce Transit transfers to cash patrons who intend to transfer to Pierce Transit local services. These transfers will have a cash value of two dollars (\$2.00) when used by full-fare passengers on Pierce Transit's local services. When used by reduced-fare passengers, transfers will have a value of seventy-five cents (\$.75).

Pierce Transit paper transfers will be accepted only on southbound Intercity Transit Olympia Express service to Thurston County. They will have a cash value for transfer purposes of two dollars (\$2.00) when used by full-fare passengers. When used by reduced-fare passengers, transfers will have a value of seventy-five cents (\$.75). This cash value cannot be applied toward the purchase price of any other Intercity Transit fare media, nor will Pierce Transit transfers be accepted on Intercity Transit's local service.

The ORCA fare cards are currently not accepted on Intercity Transit's Olympia Express service.

Intercity Transit and Pierce Transit Fare Media

All Intercity Transit fare media is valid for use on Olympia Express service. Customers may also use more than one ticket to pay their Olympia Express fare. Intercity Transit will also accept the following Pierce Transit tickets at value shown below.

Olympia Express Service Pierce Transit Tickets	Face Value (same as cash)	Additional Fare Required
PT Local "Ride" Ticket	\$2.00	\$.50 Full Fare
• Senior/Disabled Ticket (when RRFP shown)	\$.75	\$.50 Reduced
• Youth Ticket	\$.75	\$1.75 Full Fare

Intercity Transit and Pierce Transit Pass Reciprocity

Pierce Transit and Intercity Transit will honor Employee, Dependent/Family, Retiree, Citizen Advisory and Board Member transit ID's as valid fare payment on each other's services.

AMENDMENT 1
TO THE
OLYMPIA EXPRESS PROGRAM AGREEMENT

Effective Date: February 17, 2013

THIS AMENDMENT #1 to OLYMPIA EXPRESS PROGRAM AGREEMENT (“Olympia Express Agreement”) is entered into by and between PIERCE COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION (“Pierce Transit”); and INTERCITY TRANSIT, each of which is herein referred to individually as a “Party” or collectively as “Parties.”

WHEREAS, the Parties desire to amend the Olympia Express Agreement as provided herein; and

WHEREAS, Section 10 d) of the Olympia Express Agreement provides for such an amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants the Parties agree to amend the Agreement as set forth below; PROVIDED, however, that except as expressly amended herein, the terms and conditions in the Olympia Express Agreement remain unchanged.


1. Exhibit B, Accepted Fare Instruments is amended to reflect new Intercity Transit adult fares effective February 17, 2013, attached hereto and incorporated herein.

2. COUNTERPARTS

This Amendment #1 will be executed in two (2) counterparts, each of which will be considered for all purposes as the 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.

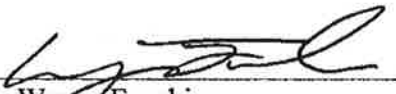
INTERCITY TRANSIT

By: 
Ann Freeman-Manzanares
Interim General Manager

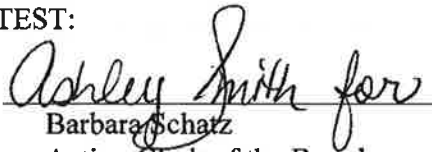
Date: 4/8/13

PIERCE COUNTY PUBLIC
TRANSPORTATION BENEFIT AREA
CORPORATION

By: 
Lynne Griffith
Chief Executive Officer

By: 
Wayne Fanshier
Vice President, Finance

ATTEST:

By 
Barbara Schatz
Acting Clerk of the Board

Date: 4-1-13

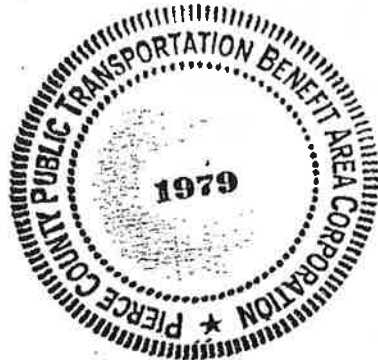


EXHIBIT B
Accepted Fare Media

Intercity Transit will accept the following fares and fare media on all Olympia Express Service. When required, an additional fare will be collected, as indicated in this Exhibit.

Cash Fare

The cash fare on Olympia Express service shall be three dollars (\$ 3.00) for full-fare riders and one dollar and twenty-five cents (\$1.25) for individuals presenting a Regional Reduced Fare Permit (either version of a Regional or ORCA Regional permit).

Transfers

Intercity Transit's northbound Olympia Express service to Pierce County will only issue Pierce Transit transfers to cash patrons who intend to transfer to Pierce Transit local services. These transfers will have a cash value of two dollars (\$2.00) when used by full-fare passengers on Pierce Transit's local services. When used by reduced-fare passengers, transfers will have a value of seventy-five cents (\$.75).

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Intercity Transit and Pierce Transit Fare Media

All Intercity Transit fare media is valid for use on Olympia Express service. Customers may also use more than one ticket to pay their Olympia Express fare. Intercity Transit will also accept the following Pierce Transit tickets at value shown below.

Olympia Express Service Pierce Transit Tickets	Face Value (same as cash)	Additional Fare Required
PT Local "Ride" Ticket	\$2.00	\$1.00 Full Fare
• Senior/Disabled Ticket (when RRFP shown)	\$.75	\$.50 Reduced
• Youth Ticket	\$.75	\$2.25 Full Fare

Intercity Transit and Pierce Transit Pass Reciprocity

Pierce Transit will honor Intercity Transit Employee, Dependent/Family, Retiree, Citizen Advisory and Board Member transit ID's as valid fare payment on its local service.

Intercity Transit will honor Pierce Transit Employee ID's as valid fare payment on its services.

