

INTERLOCAL AGREEMENT

between

JEFFERSON TRANSIT AUTHORITY and CLALLAM TRANSIT SYSTEM

This agreement is made and entered into by and between JEFFERSON TRANSIT AUTHORITY, (hereinafter "JTA"), a public transportation benefit authority of the state of Washington, and CLALLAM TRANSIT SYSTEM, (hereinafter "CTS"), a public transportation benefit authority of the state of Washington.

WHEREAS, each of the parties determined it to be desirable to cooperatively provide public transportation between southern Clallam County and western Jefferson County as part of the Jefferson Transit Olympic Loop Connection; and

WHEREAS, JTA has received notification that it has been awarded a consolidated grant from the Washington State Department of Transportation as operating assistance for a four-year project; and

WHEREAS, each of the parties determined it is in the interest of the public that this agreement be entered into for the benefit of public transportation services; and

WHEREAS, each of the parties desire to enter into an interlocal agreement, upon approval by their respective board authorities; and

WHEREAS, RCW 39.34, Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public.

NOW THEREFORE, in consideration of the mutual promises and conditions hereinafter set forth, the parties agree as follows:

1. **PURPOSE.** The purpose of this agreement is to allow JTA to provide safe, efficient, and convenient public transportation service between Clallam County and Jefferson County, and to carry out that purpose, and to provide for and develop compatible routes, schedules, and connecting points as when the parties deem appropriate.
2. **ENTITIES.** CTS and JTA will, for all purposes of this agreement, remain as individual, separate entities under the laws of the state of Washington. No separate legal or administrative entity on any kind will be created hereunder, unless otherwise agreed to by the parties in writing.
3. **TERM.** The agreement will be effective July 1, 2019, through June 30, 2023. This agreement may be terminated if mutually agreed upon by both parties or by any change in funding sources.
4. **PERFORMANCE AND FINANCE.**
 - A. JTA will provide fixed-route service six days per week through western Jefferson County and the CTS transit center in Forks, Washington, as described in Exhibit A. CTS hereby agrees and authorizes JTA to operate its vehicles within Clallam County for the purposes of this agreement. Any additional trips or timing changes beyond those described in Exhibit A must receive advance approval from CTS.
 - B. JTA will be the lead agency and will administer the grant funding, reporting, and record keeping necessary to the project.
 - C. As authorized by the JTA Board of Directors, the JTA General Manager may sign all contracts and such

ancillary agreements as may be required in connection with this project.

- D. JTA will charge and collect fares for passengers embarking upon its vehicles. Neither party will accept, or honor transfer tickets, passes, or coupons issued by the other party. JTA will retain all fares collected from passengers using its services. JTA is free to establish such fares as it deems appropriate for passengers riding on its vehicles, with advance approval, which will not be unreasonably withheld.
- E. CTS will contribute fifteen thousand dollars (\$15,000) per year, beginning on July 1, 2019, for the local grant match to JTA for providing services as described in this agreement. Project costs will be incurred prior to the request for reimbursement from CTS.
- F. JTA will invoice CTS three thousand seven hundred and fifty dollars (\$3,750) per quarterly calendar for services rendered in the prior quarter. Invoices will be issued no later than the 15th day of the month following the close of the quarter.
- G. CTS will pay such invoices no later than 15 days from receipt of the invoice.
- H. This agreement will be administered by the parties' designated representatives below:

CLALLAM TRANSIT SYSTEM Kevin Gallacci 830 West Lauridsen Boulevard Port Angeles, Washington 98363 phone: 360-452-1315 email: keving@clallamtransit.com	JEFFERSON TRANSIT AUTHORITY Tammi Rubert 634 Corners Road Port Townsend, Washington 98368 phone: 360-385-3020 x.107 email: trubert@jeffersontransit.com
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5. CONDITIONS.

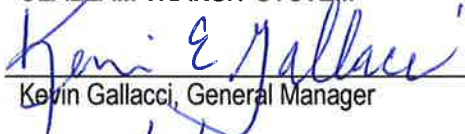
- A. The parties agree that all parts and phases of their respective operations are separate and distinct from those of the other party, and the intention of this agreement is only to provide convenient and efficient service between Clallam and Jefferson Counties.
- B. JTA will be responsible for its own operations, drivers, equipment, insurance, budget, fares, receipts, and all other matters incidental to the provision of public transportation, except as provided for in the Mutual Aid Agreement between JTA and CTS.
- C. The parties acknowledge that each entity contracts for financial assistance with the U.S. Department of Transportation and the Washington State Department of Transportation, and that this and all other agreements are subject to the provisions of these financial assistance contracts. To the extent applicable, any such financial assistance contracts are incorporated herein by this reference as if set forth in full, copies of which are available at the respective office of the parties hereto.

6. NON-DISCRIMINATION. No individual will be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement on the basis of race, color, creed, religion, sex, sexual orientation, gender identity or expression, age (over 40), sensory, mental or physical disability, disabled veterans status, Vietnam Era veterans status, marital status, national origin, political belief, citizenship, genetic information, or victims of domestic violence, sexual assault, or stalking, or any other protected class under federal or state statute.

7. ASSIGNMENT. Neither party may assign its interest in this agreement without the express written consent of the other party.

8. **COMPLIANCE.** The parties agree that all activity pursuant to this agreement will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.
9. **GOVERNANCE.** This agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws.
10. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersede all prior negotiations, representations, and agreements between the parties relating to the purpose of this agreement. No other understandings, oral or otherwise, regarding the subject matter of this agreement will be deemed to exist or to bind any of the parties hereto.
11. **MODIFICATIONS.** Any and all modifications or amendments to this agreement, will be in writing and executed by both parties, consistent with applicable procedural requirements, to be effective.
12. **SEVERABILITY.** In the event any portion of this agreement should become invalid or unenforceable, the remainder of the agreement will remain in full force and effect.
13. **SAVINGS CLAUSE.** Nothing in this agreement will be construed so as to require the commission of any acts contrary to law, and wherever there is any conflict between any provisions of this agreement and any statute, law, public regulation, or ordinance, the latter will prevail, but in such event, the provisions of this agreement affect will be curtailed and limited only to the extent necessary to bring it within legal requirements.
14. **WAIVER OF BREACH.** The waiver of either party of the breach of any provision in this agreement by the other party must be in writing and will not operate nor be construed as a waiver of any subsequent breach by such other party.
15. **MUTUAL INDEMNIFICATION.** Each party to this agreement will be responsible for any and all claims, damages or other liability, including costs of defense and attorney's fees, arising out of the acts or omissions of its officers, employees and/or agents in the performance of its obligations under this agreement. Neither party assumes responsibility for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.
16. **VENUE.** This agreement will be governed by the laws of the state of Washington and venue for any lawsuit will be chosen by the plaintiff.
17. **FILING.** Each party will file this signed agreement as required by RCW 39.34.40.
18. **SIGNATURES.** The parties affirm that the individuals signing this agreement have been granted the authority to do so and by their signature affirm that the parties will comply with the terms and conditions of this agreement.

CLALLAM TRANSIT SYSTEM



 Kevin Gallacci, General Manager

Date

7/1/19

JEFFERSON TRANSIT AUTHORITY



 Tammi Rubert, General Manager

Date

6.18.19

Exhibit A

JEFFERSON TRANSIT OLYMPIC CONNECTION WEEKDAY SERVICE FORKS TO AMANDA PARK

Depart Forks Transfer Center	Upper Hoh	Hoh Tribal Center	Cedar Creek	Kalaloch	Queets	Clearwater	Arrive Amanda Park
7:00	7:14	7:32	7:38	7:56	8:02	8:07	8:27
11:05	11:19	11:37	11:43	12:01	12:07	12:12	12:32
2:40	2:54	3:12	3:18	3:36	3:42	3:47	4:07
6:45	6:59	7:17	7:23	7:41	8:00	-	-

AMANDA PARK TO FORKS

Depart Amanda Park	Clearwater Road	Queets	Kalaloch	Cedar Creek	Hoh Tribal Center	Upper Hoh	Arrive Forks Transfer Center
8:48	9:08	9:13	9:30	9:41	9:47	10:05	10:19
12:53	1:13	1:18	1:35	1:46	1:52	2:10	2:24
4:23	4:43	4:48	5:05	5:16	5:22	5:40	5:54
-	-	8:00	8:06	8:17	8:23	8:41	8:55

JEFFERSON TRANSIT OLYMPIC CONNECTION SATURDAY SERVICE FORKS TO AMANDA PARK

Depart Forks Transfer Center	Upper Hoh	Hoh Tribal Center	Cedar Creek	Kalaloch	Queets	Clearwater	Arrive Amanda Park
7:20	7:34	7:52	7:58	8:16	8:22	8:27	8:47
2:40	2:54	3:12	3:18	3:36	3:42	3:47	4:07

AMANDA PARK TO FORKS

Depart Amanda Park	Clearwater Road	Queets	Kalaloch	Cedar Creek	Hoh Tribal Center	Upper Hoh	Arrive Forks Transfer Center
9:10	9:30	9:35	9:48	9:59	10:05	10:23	10:37
4:23	4:43	4:48	5:05	5:16	5:22	5:40	5:54

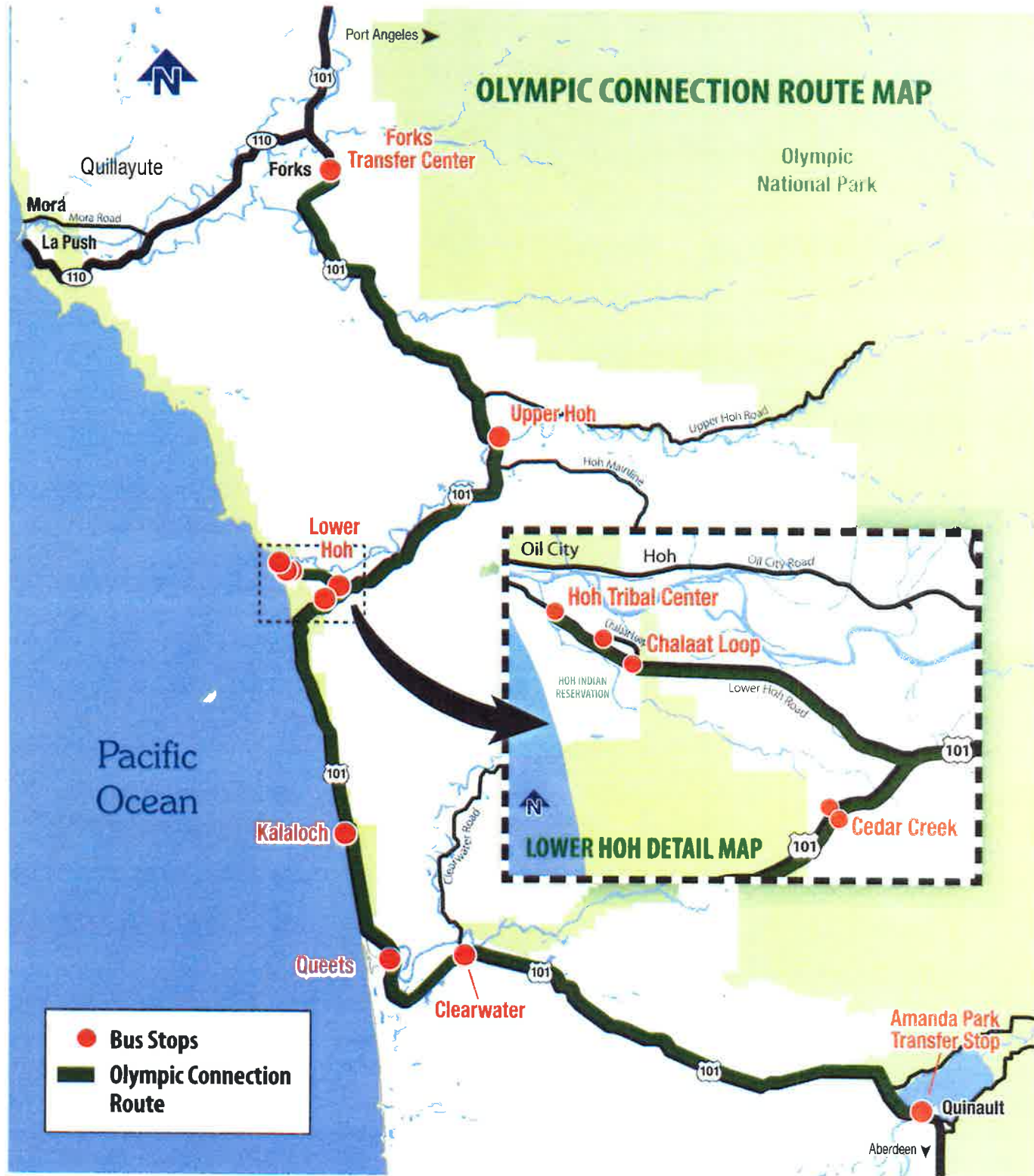
Forks Transfer Center is located at 551 S Forks Ave & "E" St

= Flag Stop

SUNDAY & HOLIDAYS

Service does not operate on the following days:

Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day



- Bus Stops
- Olympic Connection Route