

## INTERLOCAL AGREEMENT

This agreement, made with an effective date of September 1, 2012, by and between the Jefferson Transit Authority, a municipal corporation, hereinafter "Jefferson", and Clallam Transit System, a municipal corporation, hereinafter "Clallam", witnesseth,

WHEREAS, each of the parties hereto operates a public transportation system within their respective counties, and

WHEREAS, the parties both desire to maintain interline connecting service with compatible routes, schedules and connecting points to better serve the residents and travelers of both counties on the north Olympic Peninsula,

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

1. Term This agreement shall remain in effect until terminated as hereinafter provided.
2. Entities Jefferson and Clallam shall, for all purposes of this agreement, remain as individual, separate entities and municipalities under the laws of the State of Washington. No separate legal or administrative entity of any kind shall be created hereunder unless otherwise agreed by the parties in writing.
3. Purpose The purpose of this agreement is to provide safe, efficient and convenient interline public transportation service between portions of Jefferson County and Clallam County, and to carry out that purpose, to provide for and develop compatible routes, schedules and connecting points as and when the parties deem appropriate.
4. Performance Jefferson agrees to operate its public transportation vehicles in a number it deems necessary, over SR 101 between Port Townsend and Sequim. Clallam agrees to operate its public transportation vehicles in a number it deems appropriate over SR 101 between Port Angeles and Sequim. Clallam hereby agrees and authorizes Jefferson to operate its vehicles within Clallam County for the purposes of this agreement. The connecting point for the parties' respective lines shall be the Sequim Transit Center, 190 West Cedar Street, Sequim, Washington. The parties shall operate vehicles over said routes to the connecting point for convenient and efficient transfer of passengers at the connecting point, at such times, and on such days as the parties may establish.
5. Fares/Finance Each party shall charge and collect from each passenger its own fare for passengers embarking upon its respective vehicles. Neither party will accept or honor transfer tickets, passes, or coupons issued by the other party. Each party shall retain all fares collected from passengers using their services. Each party is free to establish such fares as it deems appropriate for passengers riding on its vehicles. Neither party shall be required to pay consideration or compensation to the other party in performance of this agreement.
6. Freight Neither party shall carry or contract to carry intercounty freight or other personal property of any kind in performance of this agreement, provided however, that passengers may carry individual handbags and hand carried packages.

7. Miscellaneous 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 interline service between Clallam and Jefferson Counties. Each party shall be responsible for its own operations, drivers, equipment, insurance, budget, fares, receipts, and all other matter incidental to provision of public transportation. Each party agrees to be solely responsible for any injury, death or property damage caused by its operation or equipment, and to indemnify and hold harmless the other party there for. For all purposes of this agreement, each party shall be deemed an independent contractor, and any and all subcontractors, agents or employees of each party shall not be deemed employees of the other party in any manner.
  
8. Conditions 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 offices of the parties hereto. This agreement is further subject to compliance with all other applicable provisions of the state and federal laws.
  
9. Execution Prior to execution of this agreement, the Board for each Authority shall review the agreement and authorize its execution by resolution in a properly held meeting. This agreement shall then be signed by the appropriate Board Member of each agency.
  
10. Termination This agreement may be terminated at any time for any reason by either party giving the other party at least thirty days prior written notice, or by operation of law, or immediately if it is determined by the terminating party that continuation of this agreement may violate applicable state or federal law.
  
11. Severance If any provisions of this agreement be adjudged to be invalid for any reason, such adjudication shall not affect the validity of other provisions of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

**Jefferson Transit Authority**

**Clallam Transit System**

By:   
Board Chairman

By:   
Board Chairman

Date: 8/17/12

Date: 7-16-12