

**Agreement Between
Pierce County Public Transportation Benefit Area Corporation
And
Pierce College Puyallup
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 Pierce College Puyallup, referred to hereinafter individually as “Party” or collectively as the “Parties.”

RECITALS

Whereas, the Parties have identified a need for transportation service to and from the Puyallup Station to be provided by Lyft, 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 local and regional transit services;

Whereas, the Service is designed to promote ridesharing from transit facilities on the Pierce College Puyallup campus in conjunction with public transit use; and

Whereas, the Service is designed to improve access to transit, provide rides home after regular local Pierce Transit service has ended for the evening and reduce traffic and parking congestion around the Pierce College Puyallup campus; and

Whereas, the Service requires use of the Pierce College Puyallup campus pick-up and drop-off area;

Whereas, Pierce College Puyallup 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, incorporating by reference the above Recitals:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to enter into a mutually beneficial contractual relationship to authorize Pierce Transit’s partners to utilize Pierce College Puyallup facilities 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 Lyft’s driver partners. Rides are provided in Lyft driver partners’ personal vehicles. The Service allows customers to ride Lyft from the designated location at the Pierce College Puyallup campus provided that the customer’s origin or destination falls within certain areas and occurs within a one-hour window after fixed route ends Monday through Friday. The Service does not

collect a fare; Lyft trips are paid for by Pierce Transit with grant funds. The primary purpose of the Service is to provide students who utilize transit to get to campus with a ride home after local transit service has ended for the evening.

3. PIERCE TRANSIT'S RESPONSIBILITIES

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

3.1 Promotion:

- a) Pierce Transit will promote this service through the Agency's regular communication channels, including: website promotion; social media; in-app promotion in partnership with Lyft and signage at pick-up and drop-off locations.
- b) Pierce Transit will provide ridesharing signage to Pierce College Puyallup to be installed at pick-up and drop-off zone at the Pierce College Puyallup campus.
- c) Pierce Transit will incorporate Pierce College Puyallup's logo into materials designed by Pierce Transit. If an additional tagline or supplemental graphics are added, Pierce College Puyallup 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 Pierce College Puyallup campus before the Service begins and periodically through the term of the Service. This data may be provided to Pierce College Puyallup upon request.

4. PIERCE COLLEGE PUYALLUP'S RESPONSIBILITIES

4.1 Pierce College Puyallup will provide promotional support for the Service. This will be accomplished through:

- a) Pierce College Puyallup will promote the Service within many of its regular advertising and promotional materials. Options may include: posters at the Pierce College Puyallup campus, a link to Service information on Pierce Transit's website, and indicate Service pick-up/drop-off location via Pierce College Puyallup social media accounts.
- b) Pierce College Puyallup 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 Pierce College Puyallup for mutual approval.

d) Pierce College Puyallup will ensure that any promotional or other information it provides about the Service includes an accurate description of rides eligible for the Service.

4.2 Pierce College Puyallup hereby agrees that the Service may utilize pick-up and drop-off zones at Pierce College Puyallup as identified in Attachment 1. Pierce College Puyallup acknowledges that given the nature of the Service, Pierce Transit is unable to require Lyft driver partners to only pick up or drop off customers in those zones identified in Attachment 1 and Pierce Transit shall not be deemed to be in breach of this agreement or its obligations to Pierce College Puyallup as a result. Pierce College Puyallup will notify Pierce Transit of any misuse or repeated non-use of the pick up or drop off zones in Attachment 1.

4.3 Pierce College Puyallup agrees to provide Pierce Transit with data in order to measure Service outcomes during the term of the agreement. These data points include:

4.3.1 Parking lot counts

4.3.2 Use of pick-up/drop-off area marked with signage?

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 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. RELATIONSHIP OF THE PARTIES

Both parties to this agreement acknowledge that Pierce College plays no part in the selection, training, upkeep, maintenance, or any operational decisions or processes related to the drivers and vehicles used for the transportation of passengers and goods provided in the Service.

7. INDEMNIFICATION AND LEGAL RELATIONS

7.1 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.

- 7.2 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.
- 7.3 Other than as modified in this section, each party to this Agreement will be responsible solely for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. 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.
- 7.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or in equity.
- 7.5 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.
- 7.6 The provisions of this section shall survive any termination of this Agreement.

8. CHANGES AND MODIFICATIONS

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

9. EFFECTIVE DATE, TERM, AND TERMINATION OF AGREEMENT

- 9.1 This agreement will become effective on the first date when it has been executed by both Parties and will be effective for one calendar year after launch of the Service unless terminated pursuant to the terms found in this section.
- 9.2 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.

- 9.3 On or before March 31, 2018, the Parties will meet and confer to identify necessary or appropriate modification to this Agreement. Any such modifications(s) shall be made as provided per this Agreement.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. CONTACT PERSONS

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

	Pierce College Puyallup
Contact Name	Choi Halladay
Title	Vice-President of Administrative Services
Address	9401 Farwest Drive SW
Telephone	253-964-6506
E-Mail	CHalladay@pierce.ctc.edu

	Pierce Transit
Contact Name	Penny Grellier
Title	Business Partnership Administrator
Address	3701 96 th 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 19th
day of March, 2018.

PIERCE COLLEGE PUYALLUP

PIERCE TRANSIT

Choi Halladay
Choi Halladay, Vice President of
Administrative Services

Michelle Dreier for CEO
Sue Dreier, CEO

Date: March 16, 2018

Date: 3/19/18

Attachment 1

2018 Transportation Agreement Pierce College Puyallup and Pierce Transit

- I. Service Location: the Limited Access Connections project is authorized to utilize the Pierce College Puyallup campus as set forth herein to provide rides home after local transit service has ended for the evening. 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 Pierce College Puyallup campus as marked on the map below.

Puyallup Campus Map

1601 39th Avenue SE, Puyallup, WA 98374

Welcome to Pierce College Puyallup. The Campus Map will help you locate classrooms and other areas of the college. If you have questions or need assistance, please ask. **Campus Safety: (253) 840-8481**

