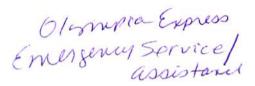


May 13, 2011



Dennis Bloom Intercity Transit 526 Pattison Street SE Olympia, WA 98501

### RE: CONTRACT FOR EMERGENCY OLYMPIA EXPRESS SERVICE

Dear Mr. Bloom,

Attached is a fully executed copy of the contract for Emergency Olympia Express Service for your files. If you have questions, please, call me at 253.581.8086 or email <a href="mailto:gratajski@piercetransit.org">gratajski@piercetransit.org</a>.

We would like to thank you for your assistance during this emergency.

Sincerely,

Gisela Ratajski

givel Peter /C

Dir., Procurement, Warehousing & Admin.

#### AGREEMENT

# BETWEEN PIERCE TRANSIT and INTERCITY TRANSIT for EMERGENCY OLYMPIA EXPRSS SERVICE

This Agreement is made and entered into this 4th day of May, 2011, by and between Pierce Transit and Intercity Transit sets forth a common agreement concerning the provision of emergency assistance for Olympia Express Service.

#### **RECITALS**

Whereas, Pierce Transit and Intercity Transit have an existing Agreement for operating service and accepting fare instruments on Olympia Express service between their respective service districts; and

Whereas, Pierce Transit declared an emergency as a result of the CNG explosion at their bus refueling station that occurred on Monday, February 28, 2011; and

Whereas, effective March 7, 2011, Pierce Transit began operating at a reduced weekday level of service to accommodate the labor intensive efforts required for refueling CNG buses remotely and will remain at the reduced service levels until Pierce Transit's fueling operation is restored on site or Pierce Transit resumes it's service; and

Whereas, Pierce Transit has requested assistance from Intercity Transit to begin operating specific Pierce Transit Olympia Express trips for Routes 601 and 603A on March 7, 2011; and Intercity Transit has agreed to operate the following eight (8) weekday Olympia Express trips:

#### Route 601

- From Narrows P&R to Olympia TC at 5:16 am and 6:10 am
- From Olympia TC to Narrows P&R at 4:53pm and 6:30 pm

#### Route 603A

- From Olympia TC to Commerce St at 6:35 am and 7:30 am
- From Commerce St. to Olympia TC at 3:24 pm and 4:48 pm

Whereas, the parties hereto agree as follows:

#### **INTERCITY TRANSIT RESPONSIBILITIES:**

- Intercity Transit shall provide and operate the weekday Pierce Transit Olympia Express trips as Indentified above.
- Intercity Transit shall track daily ridership and utilization of the ORCA fare card to ensure Pierce
  Transit's data collection is maintained. Ridership data shall be provided on or before the 5th of the
  month (for ridership that occurred in the previous month) depicting total passenger boardings by
  date and trip for each day of service operated. ORCA fare card utilization shall be provided as

total daily and monthly counts. No detailed usage data (i.e., boardings by pass/product type) is expected since Intercity Transit currently does not have electronic ORCA readers. but does allow the use of the fare card as a "flash" pass, as it currently does for all of its Olympia Express service.

- Intercity Transit shall retain fares collected for this service. Such fares shall off-set the cost of
  operations to be reimbursed by Pierce Transit. Documentation of fares collected shall be provided
  to Pierce Transit at the time of invoicing for cost reimbursement.
- Intercity Transit shall allow Pierce Transit staff (including retirees working under contract for Pierce Transit) to show their employee ORCA card or retiree pass as payment (flash passes) to perform on-board passenger survey work.
- Intercity Transit shall not be required to verify that a customer's monthly pass has been loaded to the ORCA card.
- Intercity Transit shall invoice Pierce Transit for expenses incurred related to this emergency service. Invoices shall be accompanied by appropriate documentation.
- Intercity Transit and Pierce Transit will work together to ensure accuracy of information to the
  public concerning Olympia Express service coverage during these emergency conditions and to
  review and agree upon the substance of materials before these items are released or posted to the
  public.

#### PIERCE TRANSIT RESPONSIBILITIES

- Pierce Transit will provide guidance to Intercity Transit staff as to the routing and operation of the Pierce Transit Olympia Express trips in order to help with the transition, including public information made available to the public.
- Pierce Transit Operations staff will assist as needed, to work with Intercity Transit operators if any
  customer related issues or concerns arise over the course of the service within Pierce County.
- Pierce Transit will reimburse Intercity Transit for all expenses associated with these emergency service conditions as documented by invoices submitted by Intercity Transit.
- Pierce Transit will pay invoices to Intercity Transit within 45 days of receipt.

#### **DURATION**

Service under this Agreement shall commence March 4, 2011. Pierce Transit resumed operation of these weekday service trips again on April 18, 2011.

All conditions of the current Olympia Express Program Agreement shall remain in effect and are not affected by the parties entering into this short term Agreement.

## Agreement Between Pierce Transit and Intercity Transit Emergency Assistance for Olympia Express Service

IN WITNESS WHEREOF, the parties hereto hereby agree to the terms of this Agreement as of the date first written above.

Mike Harbour, General Manager

Date:\_

514/11

PIERCE COUNTY PUBLIC TRANSPORTATION INTERCITY TRANSIT BENEFIT AREA CORPORATION

Lynne Griffith, Chief Executive Officer

Wayne Fanshier, VP, Finance, Audit & Admin

Attest:

Treva Percival, CMC

Assistant to the CEO/Clerk of the Board



# **MEMO**

TO:

Mike Harbour, General Manager Intercity Transit

FROM:

Lynne Griffith, CEO Pierce Transit,

DATE:

March 4, 2011

SUBJECT:

EMERGENCY ASSISTANCE FOR OLYMPIA EXPRESS SERVICE

Mike, thank you for your willingness to assist Pierce Transit by providing service during our emergency with the Compressed Natural Gas Fueling Station. Pierce Transit has declared an emergency as a result of the CNG explosion that occurred on Monday, February 28, 2011. Effective March 7, Pierce Transit will be operating at a reduced level of service, a modified Saturday schedule. This service reduction is needed to accommodate the labor intensive efforts being experienced in fueling our CNG buses remotely. Both maintenance and operational staff have been impacted driving buses to four alternative fueling locations throughout the region. The reduced schedule will continue until Pierce Transit's fueling operation is restored on site. The expected duration of the emergency service reduction is unknown, but we are anticipating at least a month.

In addition to the buses you offered us we also need additional assistance with transit operators. Pierce Transit is requesting your assistance in operating the following trips between Pierce County and Olympia:

AM Trips

Route #	Narrows P&R	OTC	Route #	OTC	Commerce & 10th
601	5:16	6:20	603A	6:35	7:30
601	6:10	7:14	603A	7:30	8:25

PM Trips

Route #	Commerce & 10th	OTC	Route #	OTC	Narrows P&R
603A	3:24	4:28	601	4:53	5:59

Route #	Commerce & 10th	OTC	Route #	OTC	TCC
603A	4:48	5:55	601	6:30	7:31

Pierce Transit would like to enter into an Interlocal Agreement that would reimburse IT for all expenses associated with this service. It is important that the ridership experienced on these trips and any utilization of the ORCA card be tracked so that we can update our data. Cash fares collected on IT buses for this service could be retained by IT provided that off-sets the cost of operations. This could be specific terms identified in the Interlocal Agreement.

Again, thank you for your offer of assistance and please express our appreciation to your Board and all the staff at Intercity Transit who have been working with us in preparing for our emergency service.

TL:AS

cc:

PT Executive Team

Kelly Hayden, PT Director Scheduling & Planning

Dennis Bloom, IT Planning Manager