RESOLUTION NO. 2014-11

A RESOLUTION OF THE MASON TRANSIT AUTHORITY BOARD AUTHORIZING THE GENERAL MANAGER TO SIGN THE INTERLOCAL AGREEMENT BETWEEN CLALLAM TRANSIT SYSTEM, GRAYS HARBOR TRANSPORTATION AUTHORITY AND JEFFERSON TRANSIT AUTHORITY FOR THE SUMMER YOUTH ADVENTURE PASS PROGRAM FOR CALENDAR YEARS 2014-2016

WHEREAS, the Mason Transit Authority (MTA) Board has determined it to be desirable to partner with Clallam Transit System, Grays Harbor Transportation Authority and Jefferson Transit Authority in the “Summer Youth Adventure Pass Program” expanding the travel opportunities for youth from the day after Memorial Day Observed through the Saturday prior to Labor Day; and

WHEREAS, the Board approves entering into an Interlocal Agreement upon approval by their respective Boards.

NOW, THEREFORE, BE IT RESOLVED that:

1. The BOARD hereby accepts the terms and conditions of the Interlocal Agreement as set forth in “Exhibit A” which is attached to this resolution and made a part thereof by this reference.
2. The BOARD hereby authorizes the General Manager to sign the Interlocal Agreement for calendar years 2014 through 2016.

Dated this 20th day of May, 2014.

Mike Olsen, Chair

Ginny Beech, Authority Member

Terri Jeffreys, Authority Member

Randy Neatherlin, Authority Member

Cheryl Williams, Authority Member

APPROVED AS TO CONTENT: Brad Patterson, General Manager

APPROVED AS TO FORM: Robert W. Johnson, Legal Counsel

ATTEST: Jeri A. Wood, Clerk of the Board

Deborah Petersen, Vice-Chair

John Campbell, Authority Member

Rick Johnson, Authority Member

Tim Sheldon, Authority Member

5/22/14

5/20/14
INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is made by and between the Clallam Transit System ("CTS"), Grays Harbor Transportation Authority ("GRAYS HARBOR"), Jefferson Transit Authority ("JEFFERSON"), and Mason Transit Authority ("MASON") known collectively as the Parties ("THE PARTIES").

REPRESENTATIONS:

1. CTS, GRAYS HARBOR, JEFFERSON, and MASON are each public transportation benefit authorities (PTBAs), organized under the provisions of Chapter 36.57A, RCW, and are municipal corporations of the State of Washington.

2. Each of THE PARTIES operates a public transportation service within its respective county.

3. Each of THE PARTIES, as part of the operation of such public transportation service, provides for a "Summer Youth Pass Program". The program permits certain persons to purchase a bus pass which is valid from the day after Memorial Day Observed through the Saturday prior to Labor Day, and which permits the holder of that pass to ride the bus within the respective jurisdiction for no further charge than initially paid for the pass, during the effective dates of the pass.

4. THE PARTIES are desirous of expanding the geographical area available to holders of these passes, by agreeing that each will fully honor such a pass issued by another of the entities.

NOW, THEREFORE, in consideration of the above representations and the mutual covenants and promises contained in this AGREEMENT, and pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34, RCW, it is agreed between THE PARTIES as follows:

1. During calendar years 2014-2016, each of THE PARTIES will fully honor a "Summer Youth Pass" issued by any other of THE PARTIES from 12:01 a.m. on the day after Memorial Day Observed, through 11:59 p.m. on the Saturday prior to Labor Day. During this period of time, none of the entities shall charge any persons presenting such a pass any additional fee or charge for riding their respective bus systems anywhere within the service area of the party.

2. This AGREEMENT shall only apply to use of the passes on fixed-route services.

3. Each of THE PARTIES agrees to provide the others, within ten (10) days of the date of the execution of this AGREEMENT, with a specimen copy of the pass to which this AGREEMENT applies. The obligation to honor passes shall only apply to originals of such specimen passes.

4. Any person using such a pass shall be subject, at all times and places, to all rules and policies of THE PARTY'S system upon whom they may be riding.
5. This AGREEMENT may be terminated by any of the PARTIES, without cause, at the end of each annual summer period with written notice to the other PARTIES.

6. THE PARTIES further agree, during the fourth quarter of 2016, to review together the effectiveness of this AGREEMENT and, at that time, to consider execution of a similar agreement.

Dated this 17th day of March 2014.

Clallam Transit System

By Wendy Clark-Getzin, PE
Its General Manager

Grays Harbor Transportation Authority

By Mark Carlin
Its Manager

Jefferson Transit Authority

By Tammi Rubert
Its General Manager

Mason Transit Authority

By Brad Patterson
Its General Manager