

**Agreement
Between Intercity Transit
and Saint Martin's University
Providing For a Student Transit Pass Program**

This agreement is made and entered into this 27 day of September, 2010, by and between INTERCITY TRANSIT, a public transportation benefit area of the state of Washington, hereafter referred to as "TRANSIT", and SAINT MARTIN'S UNIVERSITY, hereafter referred to as "UNIVERSITY."

WITNESSETH:

WHEREAS, the UNIVERSITY has authorized collection of a student fee for the purpose of providing TRANSIT services to all undergraduate or activity fee paying students enrolled in credit bearing classes; and

WHEREAS, the UNIVERSITY is interested in providing undergraduate students paying the activity fee and enrolled in credit bearing classes the ability to use their student identification card as a pass for unrestricted and unlimited travel on local TRANSIT service,

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the PARTIES agree as follows:

1. OBJECTIVES

The objectives of this Agreement are:

- A. To encourage transit use as an alternative to automobile use by students of the UNIVERSITY.
- B. To provide and increase students options for traveling around the local community inexpensively.
- C. To reduce traffic congestion and parking demand at the UNIVERSITY.

2. PROGRAM

This Agreement provides for the establishment of a transit pass program for undergraduate students paying an activity fee and enrolled in credit bearing classes of the UNIVERSITY. During this program the UNIVERSITY will affix a validating sticker on each student's identification card. This sticker, the size and design that is mutually deemed acceptable by the UNIVERSITY and TRANSIT will signify that the student is registered for the current academic session. The student identification card will function as fare payment media when used on TRANSIT services.

2.1 Printing

The costs of printing and distributing validating stickers and photo identification cards to students will be borne by the UNIVERSITY.

2.2 Distribution

UNIVERSITY will develop and enforce policies and procedure that ensure that only eligible students participate in this program. UNIVERSITY assumes all responsibility for distribution and collection of student fees associated with the program.

3. TERM

This agreement is effective on September 1, 2010. The term of this agreement shall be from the effective date until May 31, 2011, unless terminated earlier. This Agreement may be extended for additional terms subject to a re-negotiation of the agreement terms, payment for services, and other terms.

4. PASS VALID DATES

The pass is valid for each academic session and expires at midnight on the following dates:

- Fall session cards are valid from September 1, 2010 until December 31, 2010.
- Spring session cards are valid from January 1, 2011 until May 15, 2011.

Student identification cards shall have no value after the termination date of this Agreement.

5. PROCEDURE FOR USE

A valid UNIVERSITY student identification card must be displayed for the TRANSIT bus operator upon boarding. The operator will accept only cards displaying a valid sticker for the current session. During this program TRANSIT will provide students unrestricted and unlimited travel on all local TRANSIT routes, including regular fixed routes and Dial-A-Lift (DAL) service. DAL service is available only to students who meet TRANSIT's federal Americans with Disability Act eligibility criteria. Neither vanpool or inter-county TRANSIT service, nor service operated by another transit agency is part of this Agreement.

6. MARKETING

TRANSIT will develop and implement a marketing and promotion plan. The UNIVERSITY will reimburse TRANSIT one half of marketing and promotion expenses. The total marketing and promotions expenses shall not exceed \$2,500.

7. PAYMENT

Services provided under the student transit pass program shall be funded by the UNIVERSITY. TRANSIT will invoice the UNIVERSITY \$3,015 at the end of the following months: September, October, November, December, January, February, March, April and May.

TRANSIT will invoice the UNIVERSITY for UNIVERSITY'S portion of marketing and promotion expenses following their expenditure. UNIVERSITY'S portion of total marketing and promotion expenses shall not exceed \$1,250.

Total payment for the 2010-2011 academic year shall not exceed: \$28,385.00.

8. REPORTS AND EVALUATIONS

To facilitate program review and evaluation, TRANSIT will develop and maintain program ridership boarding reports. TRANSIT will assess student ridership twice during this Agreement – generally during the months of March and July. Each assessment will be conducted throughout a two-week period. The results of these surveys will be provided to UNIVERSITY.

TRANSIT'S program performance reports and other records will be available for inspection, review, or audit by personnel duly authorized by UNIVERSITY. Program performance reports will be maintained by TRANSIT for a period of three years following the termination of this agreement. TRANSIT shall

allow UNIVERSITY access to program performance reports for the purpose of monitoring and evaluating program performance.

UNIVERSITY contract manager:

Ginny-Beth Joiner
Director of Campus Life
5300 Pacific Ave SE,
Lacey, WA 98503
(360) 438-4577

Intercity Transit contract manager:

Dennis Bloom
Planning Manager
PO Box 659
Olympia, Washington 98507
705-5832

9. CHANGES

Either party may request changes to this Agreement. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment of this Agreement.

10. TERMINATION

Termination for Convenience. Either party may terminate this agreement at the end of any academic session by presenting the other party with a written notice of termination at least 30 days prior to the end of the session.

Termination for Cause. Failure by either party to comply with the terms of this Agreement shall constitute material breach of contract and cause for termination.

11. ENTIRE CONTRACT

This Agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded.

IN WITNESS WHEREOF, TRANSIT AND UNIVERSITY have caused this AGREEMENT to be executed as of the date first written above.

INTERCITY TRANSIT

SAINT MARTIN'S UNIVERSITY



Michael Harbour
General Manager

Roy F. Heynderickx, Ph.D.
University President

Date: 10/15/10

Date: 9/27/10

AMENDMENT #1

The Transit Pass Program AGREEMENT dated September 27, 2010, between INTERCITY TRANSIT and SAINT MARTIN'S UNIVERSITY is hereby amended.

WITNESSETH:

WHEREAS, the UNIVERSITY has authorized the collection of a per credit fee for the purpose of providing bus service to all undergraduate students enrolled in credit bearing classes; and,

WHEREAS, the parties seek to continue the pass program into the 2011/2012 school year;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained within the original agreement as amended herein, the parties hereto agree as follows:

1. The Transit Pass Program AGREEMENT dated September 27, 2010, between INTERCITY TRANSIT and SAINT MARTIN'S UNIVERSITY is hereby amended as follows:

a. Article 4. PASS VALID DATES is changed to reflect the following schedule for use of a valid SMU student ID card:

- ◇ Fall session: valid from August 22, 2011 through December 31, 2011.
- ◇ Spring session: valid from January 1, 2012 through May 13, 2012.

b. Article 4. PAYMENT is changed to reflect estimated ridership and cost for the 2011-2012 school year. Services provided under the student transit pass program shall be funded by the UNIVERSITY. TRANSIT will invoice the UNIVERSITY \$1,447.20 at the end of the following months: September, October, November, December, January, February, March, April and May.

Total payment for the 2010-2011 academic year shall not exceed: \$14,274.80

c. Article 8. REPORTS AND EVALUATIONS is changed to reflect that TRANSIT will assess student ridership three times during this Agreement – generally during the months of September, January and April.

2. All other terms and conditions of the original Agreement remain unchanged.

IN WITNESS WHEREOF, TRANSIT and COLLEGE have caused this Amendment to be executed this 19th day of August 2011.

INTERCITY TRANSIT



Mike Harbour
General Manager

SAINT MARTIN'S UNIVERSITY



Susan Heltsley
Vice President - Finance

AMENDMENT #2

The Transit Pass Program AGREEMENT dated September 27, 2010, between INTERCITY TRANSIT and SAINT MARTIN'S UNIVERSITY is hereby amended.

WITNESSETH:

WHEREAS, the UNIVERSITY has authorized the collection of a per credit fee for the purpose of providing bus service to all undergraduate students enrolled in credit bearing classes; and,

WHEREAS, the parties seek to continue the pass program into the 2012/2013 school year;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained within the original agreement as amended herein, the parties hereto agree as follows:

1. The Transit Pass Program AGREEMENT dated September 27, 2010, between INTERCITY TRANSIT and SAINT MARTIN'S UNIVERSITY is hereby amended as follows:

a. Article 4. PASS VALID DATES is changed to reflect the following schedule for use of a valid SMU student ID card:

- ◇ Fall session: valid from August 26, 2012 through December 16, 2012.
- ◇ Spring session: valid from January 7, 2013 through May 12, 2013.

b. Article 4. PAYMENT is changed to reflect estimated ridership and cost for the 2012-2013 school year. Services provided under the student transit pass program shall be funded by the UNIVERSITY. TRANSIT will invoice the UNIVERSITY \$1,601.57 at the end of the following months: September, October, November, December, January, February, March, April and May.

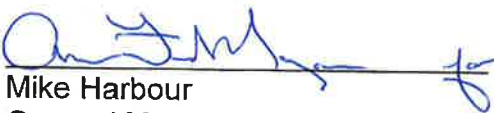
Total payment for the 2012-2013 academic year shall not exceed: \$14,414.16

c. Article 8. REPORTS AND EVALUATIONS is changed to reflect that TRANSIT will assess student ridership three times during this Agreement – generally during the months of September, January and April.

2. All other terms and conditions of the original Agreement remain unchanged.

IN WITNESS WHEREOF, TRANSIT and COLLEGE have caused this Amendment to be executed this 17th day of ~~August~~ ^{SEPTEMBER} 2012. AFM

INTERCITY TRANSIT


Mike Harbour
General Manager

SAINT MARTIN'S UNIVERSITY


Susan Heltsley
Vice President - Finance

AMENDMENT #3

The Transit Pass Program AGREEMENT dated September 27, 2010, between INTERCITY TRANSIT and SAINT MARTIN'S UNIVERSITY is hereby amended.

WITNESSETH:

WHEREAS, the UNIVERSITY has authorized the collection of a per credit fee for the purpose of providing bus service to all undergraduate students enrolled in credit bearing classes; and,

WHEREAS, the parties seek to continue the pass program into the 2013/2014 school year;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained within the original agreement as amended herein, the parties hereto agree as follows:

1. The Transit Pass Program AGREEMENT dated September 27, 2010, between INTERCITY TRANSIT and SAINT MARTIN'S UNIVERSITY is hereby amended as follows:

a. Article 4. PASS VALID DATES is changed to reflect the following schedule for use of a valid SMU student ID card:

- ◇ Fall session: valid from August 25, 2013 through December 17, 2013.
- ◇ Spring session: valid from January 6, 2013 through May 11, 2014.

b. Article 4. PAYMENT is changed to reflect estimated ridership and cost for the 2013-2014 school year. Services provided under the student transit pass program shall be funded by the UNIVERSITY. TRANSIT will invoice the UNIVERSITY \$1,927.90 at the end of the following months: September, October, November, December, January, February, March, April and May.

Total payment for the 2013-20143 academic year shall not exceed: \$17,351.12


c. Article 8. REPORTS AND EVALUATIONS is changed to reflect that TRANSIT will assess student ridership three times during this Agreement – generally during the months of September, January and April.

d. University Contract Manager is: Laurel Dube, M.Ed.

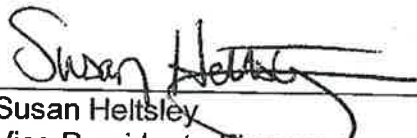
2. All other terms and conditions of the original Agreement remain unchanged.

IN WITNESS WHEREOF, TRANSIT and COLLEGE have caused this Amendment to be executed this 7th day of August 2013.

INTERCITY TRANSIT


Ann Freeman-Manzanares
General Manager

SAINT MARTIN'S UNIVERSITY


Susan Heltsley
Vice President - Finance

AMENDMENT #4

The Transit Pass Program AGREEMENT dated September 27, 2010, between INTERCITY TRANSIT and SAINT MARTIN'S UNIVERSITY is hereby amended.

WITNESSETH:

WHEREAS, the UNIVERSITY has authorized the collection of a per credit fee for the purpose of providing bus service to all undergraduate students enrolled in credit bearing classes; and,

WHEREAS, the parties seek to continue the pass program into the 2013/2014 school year;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained within the original agreement as amended herein, the parties hereto agree as follows:

1. The Transit Pass Program AGREEMENT dated September 27, 2010, between INTERCITY TRANSIT and SAINT MARTIN'S UNIVERSITY is hereby amended as follows:

a. Article 4. PASS VALID DATES is changed to reflect the following schedule for use of a valid SMU student ID card:

- ◇ Fall session: valid from August 25, 2014 through December 13, 2014.
- ◇ Spring session: valid from January 12, 2014 through May 9, 2015.

b. Article 4. PAYMENT is changed to reflect estimated ridership and cost for the 2014-2015 school year. Services provided under the student transit pass program shall be funded by the UNIVERSITY. TRANSIT will invoice the UNIVERSITY \$2,180.84 at the end of the following months: September, October, November, December, January, February, March, April and May.

Total payment for the 2014-2015 academic year shall not exceed: \$19,627.52

c. Article 8. REPORTS AND EVALUATIONS is changed to reflect that TRANSIT will assess student ridership three times during this Agreement – generally during the months of September, January and April.

d. University Contract Manager is: Laurel Dube, M.Ed.

2. All other terms and conditions of the original Agreement remain unchanged.

IN WITNESS WHEREOF, TRANSIT and COLLEGE have caused this Amendment to be executed this 7th day of August 2014.

INTERCITY TRANSIT


Ann Freeman-Manzanares
General Manager

SAINT MARTIN'S UNIVERSITY


Susan Heltsley
Vice President - Finance

AMENDMENT #5

The Transit Pass Program AGREEMENT dated September 27, 2010, between INTERCITY TRANSIT and SAINT MARTIN'S UNIVERSITY is hereby amended.

WITNESSETH:

WHEREAS, the UNIVERSITY has authorized the collection of a per credit fee for the purpose of providing bus service to all undergraduate students enrolled in credit bearing classes; and,

WHEREAS, the parties seek to continue the pass program into the 2015/2016 school year;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained within the original agreement as amended herein, the parties hereto agree as follows:

1. The Transit Pass Program AGREEMENT dated September 27, 2010, between INTERCITY TRANSIT and SAINT MARTIN'S UNIVERSITY is hereby amended as follows:

a. Article 4. PASS VALID DATES is changed to reflect the following schedule for use of a valid SMU student ID card:

- ◇ Fall session: valid from August 23, 2015 through December 15, 2015.
- ◇ Spring session: valid from January 10, 2016 through May 7, 2016.

b. Article 4. PAYMENT is changed to reflect estimated ridership and cost for the 2015-2016 school year. Services provided under the student transit pass program shall be funded by the UNIVERSITY. TRANSIT will invoice the UNIVERSITY \$2,128.76 at the end of the following months: September, October, November, December, January, February, March, April and May.

Total payment for the 2015-2016 academic year shall not exceed: \$19,158.80

c. Article 8. REPORTS AND EVALUATIONS is changed to reflect that TRANSIT will assess student ridership three times during this Agreement – generally during the months of September, January and April.

d. University Contract Manager is: Jessica Hennessey, Director of Campus Life.


2. All other terms and conditions of the original Agreement remain unchanged.

IN WITNESS WHEREOF, TRANSIT and COLLEGE have caused this Amendment to be executed this 10 day of August 2015.

INTERCITY TRANSIT


Ann Freeman-Manzanares
General Manager

SAINT MARTIN'S UNIVERSITY


Susan Heltsley
Vice President - Finance

AMENDMENT #6

The Transit Pass Program AGREEMENT dated September 27, 2010, between INTERCITY TRANSIT and SAINT MARTIN'S UNIVERSITY is hereby amended.

WITNESSETH:

WHEREAS, the UNIVERSITY has authorized the collection of a per credit fee for the purpose of providing bus service to all undergraduate students enrolled in credit bearing classes; and,

WHEREAS, the parties seek to continue the pass program into the 2016 - 2017 school year;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained within the original agreement as amended herein, the parties hereto agree as follows:

1. The Transit Pass Program AGREEMENT dated September 27, 2010, between INTERCITY TRANSIT and SAINT MARTIN'S UNIVERSITY is hereby amended as follows:

a. Article 4. PASS VALID DATES is changed to reflect the following schedule for use of a valid SMU student ID card:

- ◇ Fall session: valid from August 26, 2016 through December 17, 2016.
- ◇ Spring session: valid from January 22, 2017 through May 20, 2017.

b. Article 4. PAYMENT is changed to reflect estimated ridership and cost for the 2016-2017 school year. Services provided under the student transit pass program shall be funded by the UNIVERSITY. TRANSIT will invoice the UNIVERSITY \$2,240.92 at the end of the following months: September, October, November, December, January, February, March, April and May.

Total payment for the 2016-2017 academic year shall not exceed: \$20,168.48

c. Article 8. REPORTS AND EVALUATIONS is changed to reflect that TRANSIT will assess student ridership three times during this Agreement – generally during the months of September, January and April.

d. University Contract Manager is: Katie Wielczkiewicz, Director of Campus Life.

2. All other terms and conditions of the original Agreement remain unchanged.

IN WITNESS WHEREOF, TRANSIT and COLLEGE have caused this Amendment to be executed this 10th day of August 2016.

INTERCITY TRANSIT


Ann Freeman-Manzanares
General Manager

SAINT MARTIN'S UNIVERSITY


Edward J. Barton
Vice President - Finance

