

93983

**Agreement
Student Transit Pass Program**

This agreement is made and entered into in duplicate this 17th day of September, 2014, by and between INTERCITY TRANSIT, a public transportation benefit area of the state of Washington, hereafter referred to as "TRANSIT", and THE EVERGREEN STATE COLLEGE, hereafter referred to as "COLLEGE."

WITNESSETH:

WHEREAS, Students at COLLEGE authorized collection of a per credit fee for the purpose of providing TRANSIT services to all students enrolled in credit bearing classes; and

WHEREAS, TRANSIT and COLLEGE have successfully completed a four-year period during which students enrolled in credit bearing classes used 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 COLLEGE.
- B. To reduce traffic congestion and parking demand at the COLLEGE.

2. PROGRAM

This Agreement continues a transit pass program for students enrolled in credit bearing classes of COLLEGE. During this program, COLLEGE will affix a validating sticker on each student's identification card. This sticker will signify that student is registered for the current academic session. TRANSIT will provide students who present a validated student identification card when boarding a TRANSIT vehicle, unrestricted and unlimited travel on all Local TRANSIT routes, including regular fixed routes, and Dial-A-Lift service. Neither intercounty Olympia Express TRANSIT service nor service operated by another transit agency is part of this Agreement.

3. TERM

This agreement is effective on September 15, 2014. The term of this agreement shall be from the effective date through September 27, 2015, 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 15, 2014 until January 9, 2015.
- ◇ Winter session cards are valid from December 29, 2014 until April 10, 2015.
- ◇ Spring session cards are valid from March 23, 2015 until July 3, 2015.
- ◇ Summer session cards are valid from June 15, 2015 until October 2, 2015.

5. PROCEDURE FOR USE

The valid COLLEGE student identification card must be displayed for the bus operator upon boarding. Operator will accept only cards displaying one valid sticker for the current session.

6. MARKETING - Revised

TRANSIT will continue to work with the COLLEGE to promote transit service and alternative transportation modes to students through on-campus transit fair activities and working with the COLLEGE's student and employee Commute Trip Reduction program. Reducing the expenditure in marketing transit service will help to reduce expenses and promotional ads typically placed in school publications and smaller local media outlets. Due to overwhelming use of current transit service the need to promote the service will be reassessed in future contract renewals.

7. PAYMENT

The cost of student pass use is based on TRANSIT's average annual farebox recovery rate multiplied by the estimated ridership during the academic year as outlined in Section 8, *Reports and Evaluations*. Total payment for the remaining 2014-2015 academic year shall not exceed \$300,258.76 for student pass use.

Services provided under the student transit pass program shall be funded by the COLLEGE. TRANSIT will invoice the COLLEGE \$28,899.91 at the end of each of the following 8 months: October, November, December, January, February, March, April, May. Transit will invoice the COLLEGE \$17,264.88 at the end of each of the following 4 months: June, July, August and September.

8. REPORTS AND EVALUATIONS

To facilitate transit pass program review and evaluation, TRANSIT will develop and maintain program performance reports consisting of student ridership information and other relevant information. TRANSIT and COLLEGE will jointly develop a methodology to periodically assess student ridership. TRANSIT will assess student ridership three times per year – generally during the months of October, March and July. Each assessment will be conducted throughout a two-week period. The results of these surveys will be provided to the COLLEGE.

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

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.

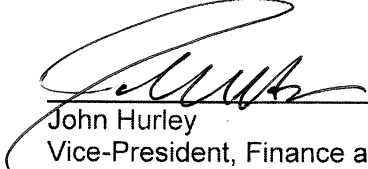
IN WITNESS WHEREOF, TRANSIT AND COLLEGE have caused this AGREEMENT to be executed as of the date first written above.

INTERCITY TRANSIT

THE EVERGREEN STATE COLLEGE



Ann Freeman-Manzanares
General Manager



John Hurley
Vice-President, Finance and
Administration

DATED: September 17, 2014

DATED: Sept 25, 2014



July 7, 2016

Mr. Ann Freeman-Manzanares
General Manager
Intercity Transit
PO Box 659
Olympia, WA 98507-0659

Re: Option to Extend ST Route 592 between DuPont and Olympia

Dear Ms. Freeman-Manzanares:

As you are aware, the Interagency Agreement between Sound Transit and Intercity Transit for the extension of ST Route 592 between DuPont and Seattle has expired. In accordance with section IV of that agreement, Sound Transit and Intercity Transit may extend the term to June 30, 2017. Please indicate Intercity Transit's concurrence to extend by signing both originals where indicated below and return one to me for our records.

Sincerely,

Michael Harbour
Deputy Chief Executive Officer

AGREED:

Ann Freeman-Manzanares
General Manager

Dated: July 15, 2016

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King County Councilmember

CHIEF EXECUTIVE OFFICER

Peter M. Rogoff



April 1, 2015

Ms. Ann Freeman - Manzanares
General Manager
Intercity Transit
PO Box 659
Olympia WA 98507-0659

Re: Option to Extend ST Route 592 between DuPont and Olympia

Dear Ms. Freeman - Manzanares:

As you are aware, the Interagency Agreement between Sound Transit and Intercity Transit for the extension of ST Route 592 between DuPont and Seattle, dated August 8, 2013, expires on June 30, 2015. In accordance with section IV, Sound Transit and Intercity Transit may extend the term for up to three additional one-year periods. Sound Transit wishes to extend the term for one additional year of the three year option. If Intercity Transit also agrees to extend the term to June 30, 2016, please sign both originals and return one to me.

Sincerely,

Michael Harbour
Acting Chief Executive Officer

AGREED:

Ann Freeman - Manzanares
General Manager

Dated: 6/19/15

Cc: Dave Turissini
ST Express Operations Manager

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Joni Earl