

**Agreement for the Employee Transit Pass Program
Between The Thurston Regional Planning Council and Intercity Transit**

This agreement is made and entered into in duplicate by and between INTERCITY TRANSIT, a public transportation benefit area of the State of Washington, hereinafter referred to as "TRANSIT," and THE THURSTON REGIONAL PLANNING COUNCIL, hereinafter referred to as "TRPC."

WHEREAS, TRPC seeks to encourage transit as an alternative to automobile use by its employees; and

WHEREAS, TRANSIT is authorized to provide public transportation and generally promote alternatives to single occupancy vehicle travel in Thurston County;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, TRANSIT and TRPC agree as follows:

1. PURPOSE

This agreement establishes a transit pass program for individuals who are employed by TRPC.

2. DEFINITIONS

2.1 Eligible Employees

Eligible Employees shall include all interns, regular, and regular-with-an-end-date TRPC employees. Retired TRPC employees are not eligible for a Pass.

2.2 TRPC Employee Pass

Each TRPC employee shall be eligible to receive a personal photo identification card/badge, signifying eligibility to ride TRANSIT's network of Local services at no cost to the employee. The identification shall be of a size and design that is mutually deemed acceptable by TRPC and TRANSIT. The identification shall have no value after the termination date of this Agreement.

3. TERM

This Agreement is effective on **August 1, 2017**, regardless of the date of signatures and execution of the Agreement and continues through **July 31, 2018**, unless terminated earlier as provided herein. This Agreement may be extended for additional terms subject to a renegotiation of the agreement terms, payment for services, and other terms.

4. PROCEDURE FOR USE

During this program, TRPC will provide each participating employee with a photo identification card, signifying that person as an eligible TRPC employee. TRANSIT will provide individuals who present a validated 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 on any day or at any time that TRANSIT is operating. Dial-A-Lift service shall be available only to those TRPC employees who meet TRANSIT's ADA eligibility criteria. Neither Vanpool services operated by TRANSIT nor service operated by another transit agency is part of this Agreement.

The valid employee identification card must be displayed for the bus operator upon boarding.

5. TRPC RESPONSIBILITIES

5.1 Printing

The costs of printing and distributing photo identification cards to employees will be borne by TRPC.

5.2 Distribution

TRPC will develop and enforce policies and procedures that ensure TRPC employee passes are only distributed to persons who are eligible to participate in this program. TRPC assumes all responsibility for ensuring that TRPC employee passes are distributed only to eligible employees.

5.3 Collection of TRPC Employee Passes Upon Termination

TRPC will ensure that TRPC employee passes are collected from employees before they leave TRPC employment.

6. TRANSIT RESPONSIBILITIES

6.1 Program Development

TRANSIT will assist TRPC in the development and implementation of a marketing and promotion plan for the TRPC employee pass program.

6.2 Transit Access

TRANSIT operators will be made aware of the form and validity of the TRPC employee pass and allow each eligible employee displaying a valid TRPC employee pass to ride on any Local routed service, including eligible Dial-a-Lift riders, without charge.

6.3 Collection of Transit Ridership Data

To facilitate program review and evaluation, when requested by TRANSIT, TRPC will report pass usage to TRANSIT in a format that is acceptable to both parties.

7. PAYMENT

Payment is based on estimated boardings by TRPC employees multiplied by the average farebox recovery rate of \$.89 per boarding. On or about **February 1, 2018**, TRANSIT will invoice TRPC for an amount not to exceed Four Hundred Sixteen Dollars and Fifty-Two

Cents (\$416.52). This amount has been mutually determined to be appropriate compensation to TRANSIT for the services rendered under the terms of this AGREEMENT. TRPC shall make payment to TRANSIT within forty-five (45) days of receipt of appropriate billing statements.

8. PROGRAM MANAGERS

TRPC's contract manager:

Karen Parkhurst
Programs & Policy Director
2424 Heritage Ct. SW Suite A
Olympia WA 98502-6031
(360) 741-2522 or 956-7575

TRANSIT'S contract manager:

Dennis Bloom
Planning Manager
PO Box 659
Olympia, Washington 98507
(360) 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. INDEMINIFICATION

TRANSIT shall defend, indemnify, and hold TRPC harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- A. The sole negligence of TRANSIT or any of its Subcontractors;
- B. The concurrent negligence of TRANSIT, or any Subcontractor, but only to the extent of the negligence of TRANSIT or such Subcontractor.

11. TERMINATION

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

11.2 Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is terminated under the conditions of this section, TRANSIT shall refund TRPC a prorated share of its reimbursement representing the remaining portion of the contract period.

12. APPLICABLE LAW

This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the parties as granted or imposed by state law. In the event of any litigation involving this contract, venue shall be in Thurston County.

13. SEVERABILITY

Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state or local law or regulation, the remaining provisions shall continue in full force and effect.

14. 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 TRPC have caused this AGREEMENT to be executed as of the date first written above.

INTERCITY TRANSIT

Thurston Regional Planning Council



Ann Freeman-Manzanares
General Manager

Date: 7/19/17



Marc Daily
Executive Director

Date: 7-18-17