

**Agreement for the City of Olympia Employee Pass Program
Between City of Olympia and Intercity Transit
2019**

This agreement ("Agreement") is made the date of the last authorizing signature below, by and between INTERCITY TRANSIT, a public transportation benefit area of the State of Washington, ("TRANSIT"), and CITY OF OLYMPIA, ("OLYMPIA").

WHEREAS, OLYMPIA seeks to encourage transit as an alternative to automobile use by its employees, to help reduce congestion on the area's roadways, improve air quality in the region, conserve fossil fuel, contribute to a more sustainable environment, and reduce employee parking needs; 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 in this Agreement, TRANSIT and OLYMPIA agree as follows:

1. PURPOSE

This Agreement extends an existing transit pass program for individuals who are employed by OLYMPIA. The name of the transit pass program is the "GoPass Program."

2. DEFINITIONS

2.1 Eligible Employees

All REGULAR and SEASONAL employees of OLYMPIA are eligible to participate in the GoPass Program ("Eligible Employees"). Temporary or retired employees are not eligible to participate in the GoPass Program.

2.2 City of Olympia Employee Transit Pass

OLYMPIA shall issue eligible employees a personal photo identification card/badge that validates they are an employee of OLYMPIA. To facilitate the participation of employees in the GoPass Program, the ID card will include, at a minimum, the employee's name and photo with a GoPass decal affixed to the front of the card, which contains the employee's photograph. The ID card and decal must be of a size and design that is mutually acceptable by OLYMPIA and TRANSIT.

3. TERM

This agreement is effective the date of the last authorizing signature below and expires on December 31, 2019, unless extended as provided in this Agreement. Services provided and payments made under this Agreement cover the period from January 1, 2019 through December 31, 2019 (2019 Program Period). This Agreement may be extended for additional terms subject to renegotiation of the Agreement terms, payment for services, and other terms.

4. PROCEDURE FOR USE

During Program Period, TRANSIT shall allow each Eligible Employee who displays a valid ID with a GoPass decal to the bus operator upon boarding, unrestricted and unlimited travel on all TRANSIT routes or Dial-A-Lift service without charge.

Dial-A-Lift service is available to only those Eligible Employees who meet TRANSIT's federally mandated Americans with Disability Act eligibility criteria. Neither commuter vanpool services operated by TRANSIT nor service operated by another transit agency is part of the GoPass Program.

5. OLYMPIA RESPONSIBILITIES

5.1 Printing

Olympia shall bear the costs of printing and distributing ID cards and GoPass decals to Eligible Employees.

5.2 Distribution

OLYMPIA shall develop and enforce policies and procedures to ensure OLYMPIA employee ID card and GoPass decals are only distributed to Eligible Employees. OLYMPIA assumes all responsibility for ensuring that OLYMPIA GoPass decals are distributed only to Eligible Employees.

5.3 Collection of OLYMPIA Employee Passes upon Termination

OLYMPIA shall collect employee IDs from employees before they leave employment.

6. TRANSIT RESPONSIBILITIES

6.1 GoPass Program Development

As requested, TRANSIT shall assist OLYMPIA in the development and implementation of a marketing and promotion plan for the GoPass Program.

6.2 Transit Access

TRANSIT shall allow Eligible Employees who display an ID card with a GoPass decal to ride on all parts of its regular route transportation system, including Dial-a-Lift service, without charge.

6.3 Collection of Transit Ridership Data

To facilitate program review and evaluation, TRANSIT shall develop and maintain GoPass Program ridership boarding reports. TRANSIT shall assess ridership twice during Program Period- generally during the spring and fall months. Each assessment will be conducted throughout a two-week period. TRANSIT shall provide the results of these surveys to OLYMPIA. TRANSIT and OLYMPIA shall use such results to determine the amount to be charged to OLYMPIA for the GoPass pProgram for the following year.

OLYMPIA and TRANSIT will work together to develop a mutually accepted survey method to use for future Agreements.

7. PAYMENT

7.1 Payment of Service

TRANSIT shall invoice OLYMPIA for an amount not to exceed \$20,072.17 for the Program Period. This amount has been mutually determined to be appropriate compensation to TRANSIT for the services rendered under this Agreement. OLYMPIA shall make payment to TRANSIT within forty-five (45) days of receipt of each appropriate billing statement.

8. REPORTS AND EVALUATIONS

TRANSIT shall make program performance reports and other records for this project available for inspection, review, or audit by personnel authorized by OLYMPIA. Transit shall maintain GoPass Program performance reports for this project for a period of three years following the termination of this Agreement. TRANSIT shall allow OLYMPIA access to GoPass Program performance reports for the purpose of monitoring and evaluating program performance.

City of Olympia's Contract Coordinator:

Michelle Swanson
Senior Program Specialist
PO Box 1967
Olympia, WA 98507-1967
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Intercity Transit's Contract Coordinator:

Rob LaFontaine
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 must be incorporated into this Agreement by written amendment, signed by an authorized representative of each party.

10. INDEMNIFICATION

TRANSIT shall defend, indemnify, and hold OLYMPIA 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;
- C. The concurrent negligence of TRANSIT and OLYMPIA, but only to the extent of the negligence of TRANSIT.

11. TERMINATION

11.1 Failure by either party to comply with the terms of this Agreement constitutes 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 notice to the other party's contract coordinator, identified above. If this Agreement is terminated under the conditions of this section, TRANSIT shall refund OLYMPIA a prorated share of its reimbursement representing the remaining portion of the contract period.

12. APPLICABLE LAW

This Agreement is to be governed by and must be construed according to the laws of the State of Washington. Nothing in this Agreement may 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 Agreement, 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 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 into this Agreement are excluded.

15. RATIFICATION

Any services provided in 2019 and any payments that were made for those services prior to the effective date of this Agreement that fall within the program term of 2018 and are consistent with the terms and conditions of this Agreement are hereby ratified and confirmed.

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

INTERCITY TRANSIT


Ann Freeman-Manzanares
General Manager

Date: 1/4/19

CITY OF OLYMPIA


Steven R. Hall
City Manager

Date: 12/28/2018

Approved as to Form:


City Attorney