



INTERAGENCY AGREEMENT Contract #93978 AMENDMENT #3

WHEREAS, There is an Interagency Agreement executed by and between The Evergreen State College (hereinafter referred to as ("EVERGREEN")), and Intercity Transit (hereinafter referred to as "Contractor"), dated November 1, 2018 providing for Late Night Transit services.

WHEREAS, It is the desire of EVERGREEN and Contractor to amend certain articles of that contractual agreement:

Now, therefore, the parties agree to the following amendment:

IV. TERM OF PERFORMANCE. Upon review and mutual agreement by Evergreen and Contractor this contract is extended beginning September 21, 2018 through June 09, 2019. This is the third of five extensions allowed by the contract.

Fall Quarter 2018

Beginning: Sept 21 (Friday)

Ending Dec 16 (Sunday)

No Service: November 23-25 (Thanksgiving Weekend)

Winter Quarter 2019

Beginning: January 11 (Friday)

Ending: March 24 (Sunday)

Spring Quarter 2019

Beginning: April 5 (Friday)

Ending: June 16 (Sunday)

IX. COMPENSATION

The total fee for services during the academic year 2018-2019 will not exceed \$46,263.69. Contractor will invoice Evergreen \$15,421.23 at the end of each of the following three months: December 2018, March 2019, and June 2019. However, Evergreen and Contractor may mutually agree in writing to a price increase in fees for Winter Quarter and Spring Quarter. All other terms and conditions of the original contract remain unchanged.


The Evergreen State College, Contract Manager

11/16/18
Date


Contractor

Nov 14, 2018
Date


The Evergreen State College, Purchasing & Contracts Manger

11-19-18
Date

2nd
Contract
2014-2016

EVERGREEN

THE EVERGREEN STATE COLLEGE
OLYMPIA, WASHINGTON

AGREEMENT

Between

THE EVERGREEN STATE COLLEGE

And

INTERCITY TRANSIT

THIS AGREEMENT is made and entered into by and between THE EVERGREEN STATE COLLEGE, Olympia, WA, a public institution of higher education of the State of Washington (herein referred to as "Evergreen") and INTERCITY TRANSIT, a Washington municipal corporation (herein also referred to as "Intercity Transit"); Washington State UBI: 600-389-344 and Federal Tax Identification Number: 91-1119706.

IN CONSIDERATION OF THE MUTUAL PROMISES AND OTHER CONSIDERATION RECITED IN THIS AGREEMENT, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- I. **PURPOSE OF AGREEMENT.** This Agreement sets forth the terms and conditions upon which Evergreen will procure Late Night Transit Services from Intercity Transit and upon which Intercity Transit will provide specifically stated services to Evergreen.
- II. **AGENCY RELATIONSHIP.** Evergreen and Intercity Transit shall each perform all services and carry out all responsibilities under the terms and conditions of this Agreement, as independent entities and neither, by virtue of this Agreement, shall be considered an agent or agency of the other. No employee or officer of either party shall be considered an employee or officer of the other party by virtue of this Agreement.
- III. **INCORPORATED BY REFERENCE.** The specific provisions of this Agreement are those contained in the following documents and incorporated as a part of the contract in order of precedence:
 - A. Applicable Federal and state of Washington statutes and regulations;
 - B. This Agreement and any amendments to it, including those to reflect agreements for service provided following the initial period.
 - C. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

- IV. **TERM OF PERFORMANCE.** The initial term of this agreement will begin on September 26, 2014, or date of execution, whichever comes later, and will continue through September 30, 2016. Additional one year terms may be added by amendment, executed in writing, for up to five (5) additional 1-year periods after the initial term. In any event, this current agreement will not extend past 9/30/2020.
- V. **INDEMNIFICATION.** Intercity Transit agrees to indemnify and hold harmless Evergreen against all liability, loss or damages which may arise as a result of Intercity Transit's and Intercity Transit's employees' negligence or other wrongful actions or omission in the performance of the contract.
- VI. **PROOF OF INSURANCE.** Intercity Transit will keep in force insurance coverage. Intercity Transit must submit a valid Certificate of Insurance to Evergreen's Purchasing Office before any work begins on campus. At the time of any extension to period of performance, Intercity Transit will provide an updated or annual Certificate of Insurance to Evergreen.

Insurance coverage is to be for the following, at a minimum:

The limits of liability insurance shall not be less than as follows:

Each Occurrence	\$1,000,000
General Aggregate Limits (other than Products-Completed Operations Limit)	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

- VII. **CHANGES, MODIFICATIONS AND AMENDMENTS.** This contract may be changed, modified, or amended by written agreement executed by both parties. Fuel prices are a major operational cost to Intercity Transit. In addition to periodic review and renewal, either Intercity Transit or Evergreen may request a review of pricing whenever fuel prices, based on Federal benchmarks, increase or decrease more than 10%.

VIII. **TERMINATION OF CONTRACT**

A. **TERMINATION WITHOUT CAUSE**

Either party may terminate the contract at any time during its term without cause by giving not less than sixty (60) days prior written notice to the other party of the intention to terminate along with the specific termination date.

B. **TERMINATION FOR CAUSE**

If either party fails to comply with any of the obligations required of it in the contract and, following receipt of written notice specifying the failure, fails to remedy and cure such failure within a reasonable time (but in no event later than 20 days), then the other party shall have the right to terminate the contract immediately upon giving written notice of that intention.

IX. COMPENSATION

A. BILLING/PAYMENT

Services provided under the Late Night Transit Services program shall be funded by Evergreen. For the academic quarter beginning September 26, 2014, the total payment amount shall not exceed \$44,914.67, which includes the cost of fixed route transit and complementary paratransit services provided by Intercity Transit under this Agreement. Reimbursement to Intercity Transit for services rendered will be made following the receipt of approved invoices submitted no more frequently than once each quarter (Fall, Winter and Spring).

Revisions to fees shall be mutually agreed to in writing before the beginning of each academic year beginning with Fall Quarter.

B. REPORTS AND EVALUATIONS

To facilitate the Late Night Transit Services program review and evaluation, Intercity Transit will work with Evergreen's Director of Student Activities to develop and maintain program performance reports consisting of student ridership information and other relevant information. Intercity Transit and Evergreen will jointly develop a methodology to periodically assess student ridership.

Intercity Transit's program performance reports and other records subject to public disclosure will be available for inspection, review, or audit by Evergreen's Director of Student Activities and other personnel authorized by Evergreen. Program performance reports will be maintained by Intercity Transit for a period of three years following the termination of this agreement. Intercity Transit shall allow Evergreen access to program performance reports for the purpose of monitoring and evaluating program performance.

- X. SERVICE DESCRIPTION / HOURS OF OPERATION.** The Late Night Transit Services will operate Friday evening/Saturday morning & Saturday evening/Sunday morning, 12:00 AM to 3:00 AM and Sunday evening, 9:00 PM to 12:00 AM from the first Friday night of the academic quarter until the first Sunday night following the end of that academic quarter.

The service will consist of three round trips each night as follows: Friday evening/Saturday morning and Saturday evening/Sunday morning leave Evergreen campus at 12:00 AM, 1:00 AM and 2:00 AM; Sunday evening leave Evergreen campus at 9:00 PM, 10:00 PM and 11:00 PM.

Intercity Transit passenger Rules of Conduct, as amended, apply to this service. All riders shall pay current fare or display valid Evergreen student identification with sticker, STAR pass or other Intercity Transit fare instrument upon boarding the vehicle.

- XI. SCHEDULED ROUTE.** Leave Evergreen campus from McCann Plaza, travel east on Evergreen Parkway NW, which becomes Kaiser Rd, turn south on Cooper Pt Rd and then

turn east onto 28th Ave, which becomes Division St, turn east onto Harrison Ave NW; follow Harrison into downtown Olympia area, Harrison becomes Olympia Way NW and then becomes 4th Ave; follow 4th Ave and turn north onto Plum St SE, turn west onto State Ave. From State Ave enter the Intercity Transit center. Drop off and pick up passengers; travel west on State Ave to return to Evergreen campus via reverse of route.

CHANGES. Evergreen will notify Intercity Transit of any proposed changes to hours of operation and scheduled route in writing within 60 calendar days of proposed dates of change. Intercity Transit will notify Evergreen of any proposed changes to hours of operation and schedule route in writing within 60 calendar days of proposed date of change. Changes may be made sooner by mutual written agreement.

XII. COOPERATIVE ENDEAVORS. Evergreen and Intercity Transit will work together in resolving any day to day issues associated with Late Night Transit Services. Evergreen and the Intercity Transit recognize the importance of both parties working together on the development of this program.

XIII. CONTACTS. The following personnel are designated specific contacts for this contract. Primary contacts are the Evergreen Purchasing & Contracts Manager and Intercity Transit Planning Manager. All contractual correspondence and notifications will be directed to the primary contacts. All reports, evaluations and service related matters will be directed to the Director of Student Activities. Email correspondence will be the preferred mode of correspondence. Primary contacts should be copied on correspondence addressing major concerns.

The Evergreen State College	INTERCITY TRANSIT
<p>Purchasing and Contract Manager Jay Field, Purchasing & Contracts Mgr Ph: 360-867-6356 Fax: 360-867-6831 fieldj@evergreen.edu</p>	<p>Contract Administration-Primary Dennis Bloom, Planning Mgr Ph: 360-705-5832 Fax: 360-357-6184 dbloom@intercitytransit.com</p>
<p>Contract Manager Tom Mercado, Director of Student Activities Ph: 360-867-6220 Fax: 360-867-6697 Mercadot@evergreen.edu</p>	<p>Contract Administrative-Alternate Ann Freeman-Manzanares, GM Ph: 360-705-5838 Fax: 360-357-6184 afreeman@intercitytransit.com</p>
<p>Accounting Accounts Payable 2700 Evergreen Parkway NW Olympia, WA 98505 Ph: 360-867-6432 Fax: 360-867-6835</p>	<p>Accounting Accounts Receivable Attn: Lisa Elshoff PO Box 659 Olympia WA 98507-0659 360-705-5811 lelshoff@intercitytransit.com</p>

XIV. NON-ALLOCATION OF FUNDS. If funds are not allocated to continue the contract in any future period, Evergreen will not be obligated to pay any further charges for services, including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current period. Evergreen agrees to notify the Intercity Transit of such non-allocation at the earliest possible time. No penalty shall accrue to Evergreen in the event this section shall be exercised. This section shall not be construed so as to permit Evergreen to terminate the contract in order to acquire similar service from a third party.

XV. GOVERNANCE. This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this contract shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

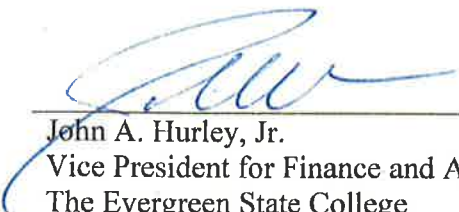
- A. Applicable state and federal statutes and rules;
- B. Statement of work; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XVII. ASSIGNMENT. The services to be provided under this contract, and any claim arising there under, is not assignable or delegable by Intercity Transit in whole or in part, without the express prior written consent of Evergreen.

XVIII. SEVERABILITY. If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be severable.

XIX. ALL WRITINGS CONTAINED HEREIN. This contains all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind either of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this contract.



John A. Hurley, Jr.
Vice President for Finance and Administration
The Evergreen State College



Ann Freeman-Manzanares
General Manager
Intercity Transit



Date



Date

**THE EVERGREEN STATE COLLEGE
STANDARD TERMS AND CONDITIONS**

1. **CHANGES:** No alteration in any of the terms, conditions, deliver, price, quality, quantities, or specifications of this order/contract will be effective without prior written consent of the Purchaser's Purchasing Office.
2. **PACKING:** No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc., unless otherwise specified herein.
3. **DELIVERY:** For any exception to the delivery date as specified on this purchase/contract, Vendor shall give prior notification and obtain approval thereto from the Purchaser's Purchasing Office. With respect to delivery under the contract, time is of the essence and is subject to termination for failure to deliver on time. The acceptance by Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS AND ASSIGNMENTS:** All payments to Vendor shall be remitted by mail. Purchaser shall not honor drafts, nor accept goods on a sight draft basis. Furthermore, the provision of monies due under this contract shall only be assignable with prior written consent of Purchaser.
5. **SHIPPING INSTRUCTIONS:** unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where specific authorization is granted to ship goods FOB Shipping Point, Vendor agrees to prepay all shipping charges, route cheapest common carrier, and to bill Purchaser as a separate item on the invoice for said charges, less federal transportation tax. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that Purchaser reserves the right to refuse any COD shipments.
6. **REJECTION:** All goods or materials purchased herein are subject to approval by Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of the contract, whether held by Purchaser, or returned, will be at Vendor's risk and expense.
7. **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this contract shall contain the applicable contract number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this contract, indicating the content therein. Invoices will not be processed for payment until all items invoiced are received.
8. **INFRINGEMENTS:** Vendor agrees to protect and save harmless Purchaser against all claims for patent, trademark, copyright, or franchising infringement arising from the purchased, installation, or use of material ordered on this contract, and to assume all expense and damage arising from such claims.
9. **NON-WAIVER BY ACCEPTANCE OF VARIATION:** No provision of this contract, or the right to receive seasonable performance of any act called for by the terms shall be deemed waived by a waiver by Purchaser of a breach thereof as to any particular transaction or occurrence.
10. **WARRANTIES:** Vendor warrants articles supplied under this contract to conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed; except if stated in a Special Condition, the material must then fit that particular purpose.

Vendor and Purchaser agree that this contract does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
11. **CASH DISCOUNT:** In the event that Purchaser is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the

date final approval for payment is authorized. If a discount is made part of the contract, but the invoice does not reflect the existence of a cash discount, Purchaser is entitled to a cash discount with the period commencing on the date it is determined by Purchaser that a cash discount applies.

12. **TAXES:** Unless otherwise indicated, Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this contract, with an exemption certificate.
13. **LIENS, CLAIMS, AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and material ordered herein are free and clear of all liens, claims or encumbrances of any kind.
14. **RISK OF LOSS:** Regardless of FOB Point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury or destruction shall not release Vendor from any obligation hereunder.
15. **SAVE HARMLESS:** Vendor shall protect, indemnify, and save Purchaser harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from acts or omissions of Vendor, his employees, agents, or subcontractors, howsoever caused.
16. **PRICES:** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
17. **TERMINATION:** In the event of a breach by Vendor of any of the provisions of this contract, Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by Purchaser resulting from Vendor's breach of contract.
18. **QUALITY STANDARDS:** Special brands, when named, are to indicate the standard of quality, performance or use desired. Bids on Vendor's equal will be considered provided Vendor specifies brand, model, and the necessary descriptive literature. In the event Purchaser elects to contract for an alternate purported to be an equal by the bidder, the acceptance of the item will be conditioned on Purchaser's inspection and testing after receipt. If, in the sole judgment of Purchaser, the item is determined not to be an equal, the material shall be returned at the Vendor's expense and the contract terminated.
19. **ACCEPTANCE:** THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED IN WRITING BY PURCHASER'S PURCHASING OFFICE.
20. **NONDISCRIMINATION:** Vendor agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, sex or age with regard to but not limited to the following: Employment upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; selection for training. It is further understood that any Vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from Purchaser, unless a satisfactory showing is made that discriminatory practices have been terminated and that a recurrence of such acts is unlikely.
21. **SAFETY AND HEALTH REQUIREMENTS:** Vendor agrees to comply with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold harmless Purchaser from all damages assessed against Purchaser as a result of Vendor's failure to comply with the Acts and the standards issued there under and for failure of the items furnished under this order to so comply.

22. **LAWS OF THE STATE OF WASHINGTON:** The laws of the State of Washington shall govern this order and the venue of any action brought hereunder shall be in the Superior Court, County of Thurston, State of Washington.
23. **AFFIRMATIVE ACTION FOR HANDICAPPED:** Vendor certifies that he will comply with Section 503 of the Vocational Rehabilitation Act of 1973.
24. **AFFIRMATIVE ACTION FOR VETERANS:** Vendor certifies that he will comply with Section 2012 of the Vietnam era Veterans Readjustment Act of 1974.
25. **ANTI-TRUST ASSIGNMENT:** Vendor and Purchaser recognize that actual economic practice over-charges resulting from anti-trust violations are, in fact, usually borne by the Purchaser. Therefore, Vendor hereby assigns to Purchaser any and all claims for such over-charges as to goods and materials purchased in connection with this order or contract, except as to over-charges which result from anti-trust violations commencing after the price is established under this order or contract and which are not passed on to the Purchaser under an escalation clause.