

**ACCESS AGREEMENT  
BETWEEN  
SOUTH PUGET SOUND COMMUNITY COLLEGE  
AND  
INTERCITY TRANSIT**

This Agreement, made and entered into, effective July \_\_\_\_\_, 2020, by and between South Puget Sound Community College (hereafter referred to as “College”), and Intercity Transit Public Transportation Benefit Area, a municipal corporation (hereafter referred to as “Intercity Transit”).

WHEREAS, the College owns and maintains a main Olympia campus at 2011 Mottman Rd. SW and a Lacey campus at 4220 6<sup>th</sup> Ave. SE;

WHEREAS Intercity Transit provides fixed-route bus service to several public-access bus stop facilities within public rights of way adjacent to the College’s campuses;

WHEREAS, Intercity Transit needs to install, serve, and maintain additional bus shelter(s) on the College’s property, as noted in the Exhibit(s) appended to this Agreement; and,

WHEREAS, Intercity Transit needs access to remove such bus stop infrastructure on College property, should Intercity Transit no longer provide service at the location(s).

Now therefore, in consideration of the mutual benefits, covenants and agreements of the parties hereinafter set forth, the parties do hereby agree to the following:

**Transit Facility Installation and Service:** The College grants Intercity Transit and/or its designated contractor access in perpetuity to install and serve the bus stop facilities in the appended Exhibits so as to provide College students, faculty and staff members frequent and convenient bus service that reduces parking and driving demands and costs. Intercity Transit agrees to inform the College’s designated representative(s) in advance of modification or removal of the bus stop facilities located on College property, and the College agrees to make its best efforts to reasonably accommodate any need for Intercity Transit personnel, equipment, or contractors to access the College campus for purposes related to this Agreement.

**Transit Facility Maintenance:** The College grants Intercity Transit access in perpetuity to maintain the bus stop facilities in the appended Exhibits. Maintenance is limited to bus stop infrastructure Intercity Transit installs and owns, including bus shelters, concrete pads, solar lights, and trash cans.

**Indemnification:** The parties agree that with respect to any claim, cause of action or suit arising out of the activities described in this Agreement, each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No

party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement. In the event of allegations of concurrent negligence, each party will bear its own defense costs and its proportionate share of liability based on its percentage of negligence causing the liability.

**Insurance/Self-Insurance:** The College is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against the College and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability accounts as provided in Chapter 4.92 RCW.

Intercity Transit is a member of the Washington State Transit Insurance Pool, a self-insurance pool comprised of a number of transit agencies state-wide. Each of the parties shall maintain commercial general liability and automobile liability insurance policies or through a program of self-insurance with no less than \$1,000,000 policy limits per occurrence on a claims-made basis. Either party may self-insure in lieu of obtaining the insurance policies required above. No party shall be required to name another Party as an additional named insured.

**Entire contract:** This Agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Any prior agreements or understandings by and between the Parties as to any of the material components of this Agreement are deemed to be superseded and replaced by this Agreement, and are of no further use or effect. No Change, alteration, modification, or addition to this Agreement will be effective unless it is in writing and properly signed by both parties hereto.

**Compliance With The Americans With Disabilities Act:** Each party hereby acknowledges its obligation to conform to the Americans with Disabilities Act (ADA) together with any other local, federal, or Washington State laws that pertain to the accommodation of persons with disabilities in regard to their access to public facilities. As such:

Intercity Transit agrees to maintain its transit facilities in a manner that conforms to the minimum requirements of the ADA and any applicable Building Code requirements.

The College shall cooperate with Intercity Transit as to any matter involving their respective properties and Intercity Transit’s ADA obligations under this Agreement or applicable laws.

INTERCITY TRANSIT PUBLIC  
TRANSPORTATION BENEFIT AREA

SOUTH PUGET SOUND  
COMMUNITY COLLEGE



Ann Freeman-Manzanares,  
General Manager

Albert Brown,  
VP Finance & Administration

Date: 8/4/2020

Date: July 23, 2020

## Exhibit A

As part of its September 2020 service change, Intercity Transit will realign its Route 42 to travel bi-directionally along Mottman Road, instead of going through the SPSCC Olympia campus (Crosby Loop). This will result in Intercity Transit adding an eastbound bus stop (Mottman at SPSCC [eb]) near the crosswalk at the campus' northern entrance.

The Mottman at SPSCC [eb] bus stop will have two 5' deep by 6' wide landing pads within the planting strip (City of Olympia's public right-of-way) and a 6.5' deep by 10.5' wide concrete bus pad, full-size shelter, and affixed trash can immediately behind the sidewalk, on the College's property. The bus stop location utilizes the adjacent street light, marked crosswalk, and sidewalk connections to the campus.



## Exhibit B

Intercity Transit operates Bus Stop #88 at the end of Crosby Loop/Community College Drive, near Building #22. Buses on Intercity Transit routes 12 and 68 will continue to serve this stop as part of the September 2020 service change. The bus stop consists of several IT-owned full-size bus shelters atop the College's sidewalk.

