

**Agreement for the City of Olympia Employee Pass Program  
Between City of Olympia and Intercity Transit  
2017**

This agreement ("Agreement") is made and entered into in duplicate as of the date of the last authorizing signature affixed hereto, by and between INTERCITY TRANSIT, a public transportation benefit area of the State of Washington, hereinafter referred to as "TRANSIT", and CITY OF OLYMPIA, hereinafter referred to as "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 consumption, 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; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, 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 "GoPass."

**2. DEFINITIONS**

**2.1 Eligible Employees**

Eligible OLYMPIA employees shall include all REGULAR and SEASONAL employees ("Eligible Employees"). Temporary or retired employees are not eligible to participate in the OLYMPIA transit pass program.

**2.2 City of Olympia Employee Transit Pass**

Eligible employees shall receive their personal photo identification card/badge that validates they are an employee of OLYMPIA. To facilitate the participation of employees in the OLYMPIA transit pass program the ID card will include, at a minimum, the employee's name and photo with a GoPass decal affixed to the side of the card that contains the employee's photograph. The identification card and decal shall be of a size and design that is mutually deemed acceptable by OLYMPIA and TRANSIT.

### **3. TERM**

The effective date of this Agreement shall take effect as of the date of the last authorizing signature affixed hereto and shall expire on December 31, 2017, unless otherwise extended as provided herein. Services provided and payments made under this Agreement shall cover the program period from January 1, 2017 through December 31, 2017. 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 this program, TRANSIT will 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 Local transit routes (inter-county Express is excluded) or Dial-A-Lift service without charge.

Dial-A-Lift service shall be available to only those OLYMPIA employees who meet TRANSIT's federally mandated American's with Disability Act eligibility criteria. Neither commuter vanpool services operated by TRANSIT nor service operated by another transit agency is part of this Agreement.

### **5. OLYMPIA RESPONSIBILITIES**

#### **5.1 Printing**

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

#### **5.2 Distribution**

OLYMPIA will develop and enforce policies and procedures to ensure OLYMPIA employee IDs and transit use decals are only distributed to persons who are eligible to participate in this program. OLYMPIA assumes all responsibility for ensuring that OLYMPIA employee passes are distributed only to Eligible Employees.

#### **5.3 Collection of OLYMPIA Employee Passes upon Termination**

OLYMPIA will ensure employee ID's with decals are collected from employees before they leave employment.

### **6. TRANSIT RESPONSIBILITIES**

#### **6.1 Program Development**

As requested, TRANSIT will assist OLYMPIA in the development and implementation of a marketing and promotion plan for the OLYMPIA employee pass program.

#### **6.2 Transit Access**

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

### 6.3 Collection of Transit Ridership Data

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

## 7. PAYMENT

### 7.1 Payment of Service

TRANSIT will invoice OLYMPIA for an amount not to exceed \$20,072.17 for the period of January 1 through December 31, 2017, which is the program term covered by this Agreement. This amount has been mutually determined to be appropriate compensation to TRANSIT for the services rendered under the terms of this Agreement based on the calculation set forth in 7.2. OLYMPIA shall make payment to TRANSIT within forty-five (45) days of receipt of each appropriate billing statement.

### 7.2 Calculation of Service Provided

Payment for service is based on the estimated average boardings of OLYMPIA employees multiplied by the cost of \$.89 per boarding. OLYMPIA employee boardings are based upon the results of average weekday and weekend boardings, as set forth in 6.3, Collection of Transit Ridership Data. It is estimated that 22,553 trips will be taken over the course of the year during 2017.

## 8. REPORTS AND EVALUATIONS

TRANSIT's program performance reports and other records for this project will be available for inspection, review, or audit by personnel duly authorized by OLYMPIA. Program performance reports for this project will be maintained by TRANSIT for a period of three years following the termination of this Agreement. TRANSIT shall allow OLYMPIA access to 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  
360-753-8575

Intercity Transit's Contract Coordinator:

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. 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 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 OLYMPIA 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.

15. RATIFICATION

Any services provided in 2017 and any payments that were made for those services prior to the effective date of this Agreement that fall within the program term of 2016 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: 2/2/17

CITY OF OLYMPIA



Steven R. Hall  
City Manager

Date: 2-2-2017

Approved as to Form:



City Attorney (DCA)