

VANPOOL AGREEMENT

By and Between

THE UNIVERSITY OF WASHINGTON

And

INTERCITY TRANSIT

This Agreement (hereinafter, "Agreement") is made and entered into as of the 29th day of August 2011, by and between Intercity Transit (hereinafter, "INTERCITY TRANSIT") and the University of Washington (hereinafter, "UNIVERSITY").

RECITALS

WHEREAS, the UNIVERSITY has a desire to provide incentives to its students, faculty and staff that promote alternatives to Single Occupancy Vehicle (SOV) commuting between Thurston County and the University of Washington Seattle Campus, University of Washington Bothell Campus, University of Washington Tacoma Campus, and Harborview Medical Center; and

WHEREAS, INTERCITY TRANSIT is authorized to provide public transportation and generally promote alternatives to SOV commuting in Thurston County.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree to the following.

1. Purpose

- 1.1 The purpose of this Agreement is to establish a cooperative arrangement between INTERCITY TRANSIT and the UNIVERSITY through which students, faculty and staff at the University's Seattle, Tacoma, and Bothell Campuses and Harborview Medical Center will be provided access to vanpool services provided by INTERCITY TRANSIT.

2. Definitions

- 2.1 Eligible Students.** Student U-PASS members as listed in the most current report of eligible U-PASS vanpoolers, as described in Paragraph 5.1, emailed monthly to the Designated Representative listed in Paragraph 4 of this Agreement by the UNIVERSITY.
- 2.2 Eligible Faculty and Staff.** Faculty and Staff U-PASS members as listed in the most current report of eligible U-PASS vanpoolers, as described in Paragraph 5.1, emailed monthly to the Designated Representative listed in Paragraph 4 of this Agreement by the UNIVERSITY.
- 2.3 U-PPASS.** A multimodal transportation pass instrument issued by the UNIVERSITY, that allows each Eligible Student, Faculty and Staff member in possession of a U-PASS access to INTERCITY Transit's Vanpool Program.
- 2.4 Full-Time Vanpool Rider.** A vanpool rider who commutes by vanpool three (3) or more days per week (six (6) or more one-way trips).
- 2.5 Part-Time Vanpool Rider.** A vanpool rider who commutes by vanpool two (2) days per week (four (4) to five (5) one-way trips).

3. Term of Agreement

- 3.1 Effective Date.** This Agreement shall become effective on July 1, 2011. Unless terminated as provided herein, this Agreement shall remain in effect until June 30, 2014.
- 3.2 Extension.** The Parties may agree to extend this Agreement for up to two (2) additional one (1)-year periods. During extension periods, all terms and conditions of this Agreement shall remain in effect except those amended for the extension period.
- 4. Designated Representatives.** To ensure effective and efficient intergovernmental cooperation and administration of this Agreement, each Party shall designate a representative responsible for communications under this Agreement (the "Designated Representative").

	UNIVERSITY OF WASHINGTON	INTERCITY TRANSIT
Contact Name	Celeste Gilman	Carolyn Newsome
Title	Transportation Systems Manager	Vanpool Supervisor
Address	Box 355360, 3745 15 th Ave NE	PO Box 659 526 Pattison SE
	Seattle, WA 98105	Olympia, WA 98507-0659
Telephone	206.685.4380	360.705.5829
Fax	206.685.9289	360.357.6184
E-Mail	cgilman@u.washington.edu	cnewsome@intercitytransit.com

- 4.1 **Notices.** Except as otherwise provided in Section 8, Termination, any notice required or permitted to be given under the terms of this Agreement shall be directed either by email or regular mail to the Parties' Designated Representatives, as specified above. The UNIVERSITY and INTERCITY TRANSIT shall provide immediate notice of any changes to their respective Designated Representative's contact information. An email shall be sufficient notice if sent to the last person and address provided.

5. UNIVERSITY's Responsibilities

- 5.1 **Eligible Recipients of a U-PASS.** The UNIVERSITY shall ensure that only Eligible Students, Faculty and Staff members receive a U-PASS. The UNIVERSITY will provide INTERCITY TRANSIT with a list of the names, vanpool group numbers, van numbers, and unique identification numbers, for the U-PASS members who have self-identified as commuting in a vanpool with INTERCITY TRANSIT and are eligible for the U-PASS vanpool subsidy. The UNIVERSITY will provide an updated list on the 7th day of each month.
- 5.2 **Vanpool Services.** UNIVERSITY Eligible Students, Faculty and Staff are eligible to use INTERCITY TRANSIT's Vanpool Program. The monthly fee for each person who participates in the vanpool program shall be determined according to INTERCITY TRANSIT's fee structure. Eligible Students, Faculty and Staff shall be responsible for paying the vanpool bookkeeper the difference, if any, between the UNIVERSITY's contribution and their actual vanpool fee.

The UNIVERSITY shall make payment to INTERCITY TRANSIT for all vanpool fees incurred by the UNIVERSITY's Eligible Students, Faculty or Staff, up to \$70/month/full-time participant and up to \$35/month/part-time participant.

6. INTERCITY TRANSIT's Responsibilities

- 6.1 **Vanpool Services.** INTERCITY TRANSIT shall allow the UNIVERSITY's Eligible Students, Faculty and Staff who are listed in the most current report of eligible U-PASS vanpoolers emailed monthly to the Designated Representative

listed in Paragraph 4 of this agreement by the UNIVERSITY to access INTERCITY TRANSIT's vanpools in accordance with established program procedures. The monthly fee for each student, faculty or staff who participates in the vanpool program shall be determined according to INTERCITY TRANSIT's fee structure.

The monthly fees for such students, faculty or staff, as determined by INTERCITY TRANSIT's fee structure, shall be charged to the UNIVERSITY, up to \$70/month/full-time participant and up to \$35/month/part-time participant. Student, Faculty or Staff participants in the vanpool program shall pay directly to their vanpool bookkeeper any difference between their actual vanpool fees and the U-PASS credit.

7 Payments and Billing

7.1 Payment. INTERCITY TRANSIT shall present individual invoices on a quarterly basis for "amounts due" to the UNIVERSITY's representative listed in section 4, which will include itemized billings for the following items (as appropriate): vanpool costs for the University's Seattle Campus, vanpool costs for Harborview Medical Center, vanpool costs for the University's Tacoma Campus, and vanpool costs for the University's Bothell Campus. The invoice will identify the names of the UNIVERSITY's Eligible Students, Faculty and Staff and the amounts due for each fee. The UNIVERSITY shall make payment in full to the agency within 30 days after receiving an invoice.

8. Termination

8.1 Termination for Convenience. Any party may terminate this Agreement for convenience and without cause by providing the other parties with written notice not less than sixty (60) days in advance.

8.2 Termination for Default. Any Party may terminate this Agreement for default in the event any other Party fails to perform a material obligation under this Agreement. Termination shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the other Party setting forth the manner in which said Party is in default and the effective date of termination, which shall not be less than fourteen (14) calendar days after the date of the notice; provided, however, such termination shall not take effect if the default has been cured within seven (7) calendar days after the date of the notice of termination.

8.3 Termination For Non-Appropriation of Funds. This Agreement may be terminated at the end of the calendar year in the event sufficient INTERCITY TRANSIT funds are not appropriated to cover performance of INTERCITY TRANSIT's responsibilities under the Agreement. Such termination shall be upon thirty (30) days written notice to the UNIVERSITY. INTERCITY TRANSIT's fiscal period ends December 31 of each year.

This Agreement may be terminated at the end of the fiscal year in the event sufficient UNIVERSITY funds are not appropriated to cover performance of the UNIVERSITY's responsibilities under the Agreement. Such termination shall be upon thirty (30) days written notice to INTERCITY TRANSIT. The UNIVERSITY's fiscal period ends June 30 of each year.

9. Records

9.1 Rights of Record Review. INTERCITY TRANSIT and the UNIVERSITY shall retain the right to review records and documents related to this Agreement. The requesting party shall provide five (5) days prior notice of the date on which the records review will begin. If a records review is commenced more than sixty (60) days after the termination of the contract, the Party requesting the review shall give ten (10) days notice to the other Party of the date on which the records review will begin.

9.2 Costs. Each Party shall bear its own staff and out-of-pocket expenses in complying with the reporting, record retention and audit provisions of this Agreement, including charges for copies of documents paid by the Party requesting such copies.

10. Successors and Assigns

10.1 Written Approval. This Agreement and all terms, provisions, conditions and covenants hereof shall be binding upon the parties hereto and their respective successors and assigns. All parties, however, agree that they will not assign or delegate the duties to be performed under this Agreement without prior, written approval from the other parties.

11. Legal Relations

11.1 No Partnership and No Third Party Beneficiaries. It is agreed by the UNIVERSITY and INTERCITY TRANSIT that this Agreement does not create a partnership or joint venture relationship between the parties, and does not benefit or create any rights in a third party.

12. Indemnification

INTERCITY TRANSIT shall defend, indemnify and hold the UNIVERSITY harmless from and against any damage, loss or liability from injuries to persons or property arising from negligent acts or omissions of INTERCITY TRANSIT's agents, officers, employees, members or other customers within the scope of this Agreement.

The UNIVERSITY shall defend, indemnify and hold INTERCITY TRANSIT harmless from and against any damage, loss or liability from injuries to persons or property arising

from negligent acts or omissions of the UNIVERSITY's agents, officers and employees acting within the scope of their University duties.

13. Liability Insurance Coverage

INTERCITY TRANSIT shall maintain at its own cost insurance coverage for general liability (with limits of not less than \$1,000,000 per occurrence), automobile liability (with limits of not less than \$1,000,000), and Workers' Compensation (as required by law). Notwithstanding the parties' indemnification obligations listed in Section 12, above, INTERCITY TRANSIT's insurance will be primary with respect to authorized use by University faculty, staff, and student drivers under this Agreement. Certificates of coverage shall be delivered to the UNIVERSITY upon execution of this Agreement and thereafter at renewal, non-renewal, or material modification of insurance programs. INTERCITY TRANSIT shall at its option insure or self-insure its personal property located in University parking areas. The UNIVERSITY shall have no obligation to insure or self-insure the personal property of INTERCITY TRANSIT and shall not be responsible for loss or damage of such personal property except to the extent loss or damage is covered under Section 12 above.

14. Applicable Law, Forum

14.1 Terms. 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 that any litigation may be filed between the parties regarding this Agreement, the UNIVERSITY and INTERCITY TRANSIT agree that personal jurisdiction and venue shall rest in the Superior Court of King County.

15. Entire Agreement and Amendment

15.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof.

15.2 Amendments and Modifications. This Agreement may be amended or modified only by written instrument signed by the parties hereto.

16. Savings

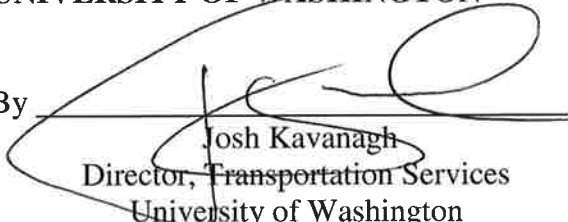
16.1 Definition. Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state or local law or regulation, the remaining provisions shall continue in full force and effect. All parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.

17. Execution of Agreement


17.1 Execution. This Agreement shall be executed in two (2) counterparts, each one of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

UNIVERSITY OF WASHINGTON

By 
Josh Kavanagh
Director, Transportation Services
University of Washington
Date 8/23/11

INTERCITY TRANSIT

By 
Mike Harbor
General Manager
Date 9/2/11