

**Agreement for the Thurston County Employee Pass Program
Between Thurston County and Intercity Transit**

This agreement ("Agreement") is made and entered into in duplicate on this 16th day of January, 2011 by and between INTERCITY TRANSIT, a public transportation benefit area of the State of Washington, hereinafter referred to as "TRANSIT", and THURSTON COUNTY, hereafter referred to as "COUNTY."

WHEREAS, COUNTY seeks to encourage transit as an alternative to automobile use by its employees; and

WHEREAS, TRANSIT is authorized to provide public transportation and generally promote alternatives to single occupancy vehicle travel in Thurston County; and

WHEREAS, TRANSIT provides fixed route bus services to the majority of COUNTY's worksites; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, TRANSIT and COUNTY agree as follows:

1. PURPOSE

This Agreement establishes a transit pass program for individuals who are employed by COUNTY.

2. DEFINITIONS

2.1 Eligible Employees

Eligible employees shall include all REGULAR and TEMPORARY employees ("Eligible Employees"). Retired County employees are not eligible for a COUNTY Transit Pass ID.

2.2 County Employee Pass

Eligible Employees shall be eligible to receive personal photo identification card/badge, signifying eligibility to ride TRANSIT's network of local services at no cost. The identification shall be of a size and design that is mutually deemed acceptable by COUNTY and TRANSIT. The identification shall have no value after the termination date of this Agreement.

3. TERM

The effective date of this Agreement shall be January 1, 2011 and the expiration date shall be December 31, 2011. 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, COUNTY will provide Eligible Employees with a photo identification card. This card will signify that a person is an eligible COUNTY employee. TRANSIT will provide individuals who present a validated identification card when boarding a TRANSIT

vehicle unrestricted and unlimited travel on all Local TRANSIT routes (inter-county Express is excluded), including regular fixed routes and Dial-A-Lift service. Dial-A-Lift service shall be available to only those COUNTY employees who meet TRANSIT's federally mandated American's with Disability Act eligibility criteria. Neither vanpool services operated by TRANSIT nor service operated by another transit agency is part of this Agreement.

A valid employee identification card must be displayed to the bus operator upon boarding an Intercity Transit bus.

5. COUNTY RESPONSIBILITIES

5.1 Printing

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

5.2 Distribution

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

5.3 Collection of COUNTY Employee Passes upon Termination

COUNTY will ensure that COUNTY employee ID passes are collected from employees before they leave COUNTY employment.

6. TRANSIT RESPONSIBILITIES

6.1 Program Development

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

6.2 Transit Access

TRANSIT will allow Eligible Employees who display a valid employee pass 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 reports. TRANSIT and COUNTY will jointly develop a methodology to periodically assess ridership.

7. PAYMENT

Payment is based on estimated boardings by County employees multiplied by the average farebox recovery rate of \$.71 per boarding. On or about February 1, 2011, TRANSIT will invoice the COUNTY for an amount not to exceed \$6,202.56 for the period of January 1, 2011 through

December 31, 2011. This amount has been mutually determined to be appropriate compensation to TRANSIT for the services rendered under the terms of this Agreement. COUNTY shall make payment to TRANSIT within forty-five (45) days of receipt of each appropriate billing statement.

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 COUNTY. 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 COUNTY access to program performance reports for the purpose of monitoring and evaluating program performance.

Thurston County's Contact for CTR:

Linda Lawson
Thurston County Central Services
(360) 786-5420, ext. 6433

Thurston County Central Services:
Contract Coordinator

Cristi Campanile
Contracts/Purchasing Coordinator
Thurston County Central Services Dept
Building 1, Room 035
2000 Lakeridge Drive SW
Olympia WA 98502
(360) 867-2096

Intercity Transit's Contract Coordinator:

Dennis Bloom
Planning Manager
PO Box 659
Olympia, Washington 98507
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. INDEMINIFICATION

TRANSIT shall defend, indemnify, and hold COUNTY 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

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 COUNTY 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.

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

INTERCITY TRANSIT

for 
Michael Harbour
General Manager

Date: January 27, 2011

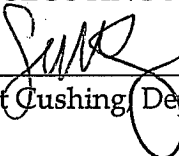
BOARD OF COUNTY COMMISSIONERS


Karen Valenzuela
Chair, Board of County Commissioners

Date: January 18, 2011

Approved as to Form:

**JON TUNHEIM
PROSECUTING ATTORNEY**

By: 
Scott Cushing, Deputy Prosecuting Attorney