

Mason Transit Authority Agreement and WSDOT Agreement #PTD0212

Agreement for the State Agency Rider (STAR) Pass Program
Between the Washington State Department of Transportation
And
Mason Transit Authority

This agreement is made and entered into by and between MASON TRANSIT, a public transportation benefit area of the State of Washington, hereinafter referred to as "TRANSIT", and WASHINGTON STATE DEPARTMENT OF TRANSPORTATION hereinafter referred to as "WSDOT" (Agreement.)

WHEREAS, pursuant to RCW 70.94.547, WSDOT is authorized to aggressively develop substantive programs to reduce commute trips by state employees to reduce energy consumption, congestion, and air and water pollution; and

WHEREAS, the State of Washington in its Session Laws of 2019, chapter 416, section 220, has appropriated funds in the transportation budget for WSDOT to implement the state agency commute trip reduction program; and

WHEREAS, WSDOT seeks to encourage transit as an alternative to automobile use by Washington State employees; and

WHEREAS, TRANSIT provides fixed route bus service throughout the urban growth areas of Thurston and Mason counties;

NOW, THEREFORE, pursuant to chapter 39.34 RCW, and in consideration of the terms, conditions, covenants, and performance contained herein, TRANSIT and WSDOT agree as follows:

1. PURPOSE

1.1 This Agreement establishes a transit pass program for any Washington State employee who expresses intent to commute to his or her assigned state worksite using a public transit system currently participating in the STAR pass program.

2. DEFINITIONS

2.1 Eligible Employees

Eligible employees shall include Washington State employees both permanent and temporary. Retired state employees and state K-12 employees are not eligible for a STAR Pass.

2.2 State Agency Rider (STAR) Pass Sticker

A STAR Pass authorizing sticker authorizes eligible employees to unrestricted and unlimited travel on all local TRANSIT routes, including regular fixed routes, routes into Pierce County and Dial-a-Lift service at no cost, referred to hereinafter as "STAR Pass Sticker." The STAR Pass Sticker shall be of a size and design that is mutually deemed acceptable by WSDOT and TRANSIT. The STAR Pass Sticker shall have no value after the termination date of this Agreement. Should this Agreement be extended pursuant to Section 3, below, the stickers shall remain valid through the new termination date established by mutual written amendment to the Agreement.

2.3 Employee Existing Photo Identification Cards/Badges

The STAR Pass sticker shall be applied to participating employees' existing agency photo identification cards/badges, which are issued by participating Washington State agencies. At a minimum, this card shall include the employee's name and picture. The STAR Pass sticker shall be affixed to the side of the identification card that contains the employee's picture.

2.4 STAR Pass Identification Card

The parties recognize that some agencies do not provide an employee photo identification card. To facilitate the participation of such employees in the STAR Pass Program, a STAR Pass photo identification card will be provided by WSDOT. This card will include, at a minimum, the employee's name and picture and will validate that they are an employee of the State of Washington. The STAR Pass sticker shall be affixed to the side of the identification card that contains the employee's picture.

2.5 STAR Pass

Employee existing photo identification cards/badges with a STAR Pass Sticker affixed thereto and the STAR Pass identification card with a STAR Pass Sticker affixed thereto are both referred to as "STAR Pass."

3. TERM

3.1 The term of this Agreement shall commence on August 1, 2020, regardless of the date of signature and execution of this Agreement and continue through June 30, 2021, unless terminated earlier as provided herein.

3.2 This Agreement may be extended for additional terms subject to a renegotiation of the Agreement terms, payment for services, and other terms. Any extensions shall be in writing and signed by persons authorized to represent each party.

4. PROCEDURE FOR USE

4.1 During this program, WSDOT will provide agencies with a STAR Pass sticker that shall be affixed as applicable on each participating employee's agency photo identification card or STAR Pass photo identification card. This sticker will signify that a person is a Washington State employee who is eligible to participate in the STAR Pass Program. TRANSIT will provide individuals who present a validated STAR Pass when boarding a TRANSIT vehicle, unrestricted and unlimited travel on all local TRANSIT routes, including regular fixed routes, routes into Pierce County; and Dial-A-Lift service. Service operated by any another transit agency is not part of this Agreement.

4.2 The STAR Pass must be displayed for the bus operator upon boarding. Operator will accept only STAR Passes that are affixed to a state-issued photo identification card.

5. WSDOT RESPONSIBILITIES.

5.1 Printing

The costs of printing STAR Pass stickers in sufficient quantity and distributing those stickers to the appropriate agency staff, and photo identification cards to agencies that do not provide identification cards to their employees, will be borne by WSDOT.

5.2 Distribution

WSDOT will develop and enforce policies and procedures that ensure STAR Passes are only distributed to persons who are eligible to participate in this program. WSDOT will coordinate with other Washington State agencies to ensure that STAR Passes are distributed only to eligible employees.

5.3 Collection of STAR Passes Upon Termination

WSDOT will coordinate with other state agencies to ensure that STAR Passes are collected from employees before they terminate state employment or move to a worksite outside of Thurston County.

6. TRANSIT RESPONSIBILITIES

6.1 Program Marketing

TRANSIT will consult with WSDOT for, and Transit will pay for on-going marketing and promotional campaigns for the STAR Pass program.

6.2 Sticker and Pass Design

TRANSIT will assist WSDOT in designing the validating STAR Pass Sticker and STAR Pass identification card and will deliver to WSDOT, at no cost to WSDOT, print ready artwork as needed.

6.3 Transit Access

TRANSIT will allow each eligible employee displaying a valid STAR Pass to unrestricted and unlimited travel on all local TRANSIT routes, including regular fixed routes, routes into Pierce County, and Dial-a-Lift service, without charge.

6.4 Collection of Transit Ridership Data

To facilitate program review and evaluation, TRANSIT will develop and maintain program ridership reports. TRANSIT and WSDOT will jointly develop a methodology to periodically assess ridership. TRANSIT will assess STAR Pass use during the months of September and/or October, and during the Legislative Session each year that the Agreement is in effect. Each assessment will be conducted throughout a two-week period. TRANSIT will provide the results of these surveys to WSDOT and TRANSIT and WSDOT will use such results to determine the amount to be charged to WSDOT for the STAR Pass program.

7 PAYMENT

7.1 TRANSIT will invoice WSDOT for the operation of the STAR Pass program. WSDOT will reimburse TRANSIT at the rate of \$1.165 (one dollar and sixteen and one-half cents) per trip as determined through the ridership surveys detailed in Section 6.4 of this Agreement.

7.2 Boarding counts conducted by TRANSIT over the past two years 2018 and 2019 (three counts each year) indicated that an average 342 trips were taken by STAR Pass holders each month. Using the average it is expected that approximately 3,762 trips will be taken during the contract period, August 1, 2020 through June 30, 2021.

7.3 At \$1.165 (one dollar and sixteen and one-half cents) per trip, the total contract is not to exceed Four Thousand Three Hundred and Eighty Nine (\$4,389) subject to the availability of funding.

- A. WSDOT will make payment to TRANSIT monthly in an amount not to exceed Three Hundred and Ninety Nine (\$399) per month.
- B. At the completion of each ridership assessment per Section 6.4 of this Agreement, the monthly amount paid by WSDOT to TRANSIT for the STAR Pass Program may be adjusted. Any changes to the amount shall require an amendment to this contract.
- C. WSDOT shall make payment to TRANSIT within thirty (30) days of receipt from TRANSIT of appropriate invoices and billing statements.

7.4 No advance payment shall be made for services furnished by TRANSIT prior to execution of this contract or prior to services being provided.

8. REPORTS AND EVALUATIONS

8.1 TRANSIT's ridership reports and other records will be available for inspection, review, or audit by personnel duly authorized by WSDOT. Program performance reports will be maintained by TRANSIT for a period of six years following the termination of this Agreement. TRANSIT shall allow WSDOT access to program performance reports for the purpose of monitoring and evaluating program performance.

8.2 If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until such litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six-year retention period.

9. AMENDMENTS

9.1 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 and signed by persons authorized to represent each party.

10. INDEPENDENT CAPACITY OF TRANSIT

10.1 The TRANSIT and its employees, agents, representatives or subcontractors performing under this contract are not employees or agents of WSDOT. TRANSIT, its employees agents, representatives of subcontractors, will not hold themselves out as nor claim to be an officer or employee of WSDOT or of the State of Washington by reason hereof, nor will TRANSIT make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW.

11. INDEMINIFICATION

11.1 TRANSIT shall protect, defend, indemnify, and hold harmless the WSDOT, its officers, officials, employees, and agents as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), of whatsoever kind brought against WSDOT arising out of, or in any way in connection with the execution of this Agreement. TRANSIT will not be required to indemnify defend, or save harmless the WSDOT if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the WSDOT. Where such claims, suits, or actions result from the concurrent negligence of both parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence. The indemnification and hold harmless provision shall survive termination of this Agreement.

11.2 TRANSIT agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any TRANSIT employees or agents arising from or in connection with execution of this Agreement while they are on public or on WSDOT-owned right-of-way. For this purpose, TRANSIT, by mutual negotiation, hereby waives with respect to the WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW

12. AMERICAN WITH DISABILITIES ACT (ADA) of 1990. PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

12.1 TRANSIT must comply with the ADA, and any amendments thereto, which provide comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

13. TERMINATION

13.1 Failure by either party to comply with the terms of this Agreement shall constitute a breach of the Agreement and cause for termination, subject to any other provisions of this Agreement that allow either party a reasonable time to cure such noncompliance, and otherwise subject the breaching party to the non-breaching party's sole option to permit a reasonable time to cure such noncompliance.

13.2 Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

13.3 In the event funding from state, federal or other sources is withdrawn, reduced or limited in any way after the effective date of this contract and prior to completion of the term of this Agreement, WSDOT may terminate the contract under the "Termination" clause, without the thirty day notice requirement, subject to re-negotiation under any new funding limitations and conditions.

14. APPLICABLE LAW AND VENUE

14.1 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.

14.2 In the event that either party deems it necessary to initiate litigation involving this Agreement, venue shall be in Thurston County, Washington.

15. DISPUTES

15.1 In the event that a dispute arises under this Agreement, it shall be resolved in the following manner: Each party shall appoint a member to a Dispute Board. Both appointed members shall jointly appoint a third member to the Dispute Board who is not employed by or otherwise associated with either party. The Dispute Board shall evaluate the dispute and make a determination of the dispute which shall be binding upon both parties.

15.2 The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

15.3 Each party shall be responsible for its own costs for the Dispute Board and process and also agrees to share equally in any costs of the third member to the Dispute Board.

16. INSURANCE

16.1 TRANSIT shall obtain and keep in force during the full term of this Agreement the following coverage:

- A. Workmen's Compensation Insurance in compliance with the laws of the State of Washington covering all employees employed by TRANSIT and providing services pursuant to this Agreement.
- B. Comprehensive Auto Liability Insurance on all vehicles used in connection with this Agreement whether owned, non-owned, or hired, with not less than \$5,000,000.00 combined single limit for bodily injury and property damage per accident.
- C. Comprehensive General Liability Insurance with limits for bodily injury and property damage of \$5,000,000.00 combined single limit per occurrence.

16.2 TRANSIT will name WSDOT, its officers, agents, employees, and volunteers as an additional insured on the insurance policies in "B" and "C" above by endorsement of the liability policies required above. The endorsement shall require the insurer to provide WSDOT with not less than Forty-five (45) days prior written notice per RCW 48.18.290 before any cancellation of the coverage required above.

16.3 Within ten (10) days of execution of this Agreement TRANSIT will provide WSDOT with evidence of the insurance coverage listed above through either a certificate of insurance or certified copy of the policy.

17. ASSIGNMENT/SUBCONTRACTING

17.1 TRANSIT shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of WSDOT and its is further agreed that said consent must be sought in writing by TRANSIT not less than sixty (60) days prior to the date of any proposed assignment. WSDOT reserves the right to reject without cause any such assignment.

18. NON-DISCRIMINATION

18.1 In the performance of this Agreement, TRANSIT shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), American With Disabilities Act of 1990, Public Law 101-336, 28 CFR Part 35, and Chapter 49.60 RCW, as now or hereafter amended.

18.2 TRANSIT shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part; and
- b) Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

18.3 In the event of TRANSIT's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and TRANSIT may be declared ineligible to further enter into Agreement with WSDOT. TRANSIT shall, however, be given a reasonable time in which to cure this noncompliance.

18.4 Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

19. PARTY CONTRACT MANAGERS

19.1 WSDOT's contract manager: Amber Nguyen
Public Transportation Division
Urban Programs Manager
PO Box 47387
Olympia, Washington 98504-7387
360-705-7877

19.2 MASON TRANSIT AUTHORITY's Contract manager Kathy Geist
790 E Johns Prairie Rd
Shelton, Washington 98584
360-426-9434

20. SEVERABILITY

20.1 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.

21. ENTIRE CONTRACT

21.1 This agreement is the complete expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded.

22. AUTHORIZATION

22.1 The undersigned acknowledge that they are authorized to execute this Agreement and bind their agencies to the obligations set forth herein.

IN WITNESS WHEREOF, TRANSIT AND WSDOT have caused this Agreement to be executed as of the date last signed below by the Parties.

MASON TRANSIT AUTHORITY

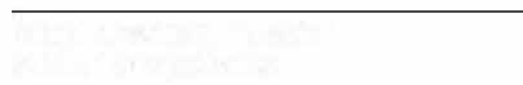
DEPARTMENT of TRANSPORTATION

Date: September 15, 2020

Date: 9-23-2020



Danette Brannin,
General Manager



For Brian Lagerberg, Director
Public Transportation

