CITY

BUS PASS SALES AGREEMENT BETWEEN

ISLAND TRANSIT AND THE CITY OF EVERETT

THIS AGREEMENT, made and entered into this 4th day of ~~September~~ October, 2016, by and between Everett Transit, 3201 Smith Avenue, Suite 215, Everett, Washington 98201 (hereinafter referred to as "Everett Transit") and Island County Public Transportation Benefit Area Corporation, 19758 SR 20, Washington 98239 (hereinafter referred to as "Island Transit").

WITNESSETH

WHEREAS, both Island Transit and Everett Transit wish to provide customers with a convenient method to purchase tickets and passes, and

WHEREAS, it is in the best interest of Everett Transit and Island Transit's service area for the sharing of a bus pass sales outlet services to be established.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Everett Transit agrees to sell Island Transit monthly bus passes for Island Transit at the Customer Service windows at Everett Station and/or any other locations that may be agreed upon by both parties in writing.

2. Everett Transit will remit to Island Transit the proceeds from all pass sales at the rates fixed in the Island Transit Monthly Pass Policy less any applicable commission (see #7) on a monthly basis as specified in #6.

3. Island Transit shall provide passes numbered in sequential order to Everett Transit before the 15th of the month prior to the month they are valid. Passes are valid on the first of the month through the end of the month.

4. Passes will be sold at the full purchase price by Everett Transit from the 15th of the prior month through the 14th of the month the passes are valid.

5. Everett Transit will track pass sales by the pass number and provide Island Transit with a request to invoice for the proceeds by tenth day of each month (e.g., January passes and monies due by February 10th, etc.), or at such time and in such manner agreed by Everett Transit and Island Transit.

6. In consideration of Everett Transit's services, Island Transit shall pay Everett Transit a sum equal to five percent of the published fare prices of all passes sold.

7. Everett Transit shall compute the percentage in #6 and provide Island Transit with a request to invoice for the proceeds monthly, or at such time and in such manner as agreed by Everett Transit and Island Transit. Everett Transit shall deduct the commission percentage from the monthly proceeds to be invoiced.

8. This agreement may not be assigned or transferred by Everett Transit without Island Transit's prior written consent. Everett Transit will report without delay any change that may affect Everett Transit or Everett Transit's operation.

9. No modification of this Agreement shall be effective unless made in writing and signed by both parties.

10. It is understood and agreed that this agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this agreement. Each party hereto agrees to be responsible and assumes liability for its own act or omissions, and those of its officers, agents or employees for any incident arising out of or in connection with this agreement, to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless for any such liability. In the case of negligence of multiple parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

11. No liability shall attach to Everett Transit or Island Transit by reason of entering into this agreement except as expressly provided herein.

12. Any factual disputes between Everett Transit and Island Transit in regard to this agreement shall be referred for determination to the Executive Director of Island Transit or his/her designee, and to the Director of Everett Transit or his/her designee, for resolution.

13. The term of this Agreement shall be from month-to-month until terminated by either party upon 30 days written notice to the other party. Any default in the accounts or remittances of Everett Transit or in any of the provisions of this Agreement shall be sufficient cause for Island Transit to terminate this Agreement providing Everett Transit has failed to cure any default within 10 days after written notice from Island Transit to cure the default. If any suit or action is instituted by either party for the enforcement of any term of this Agreement, the prevailing party shall recover all costs and attorney's fees as the court may judge reasonable to be allowed in such suit or action.

14. This agreement constitutes the entire understanding between the parties regarding this subject and no other agreement, oral or otherwise, is in existence or shall be deemed binding upon the parties. This agreement may only be amended by written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF EVERETT

Ray Stephanson, Mayor

Date: 10/4/2016

ISLAND TRANSIT

Mike Nortier, Executive Director

Date: 10/17/16

Attest:

Sharon Fuller, City Clerk

Date: 10/4/2016

Approved as to form only:

James D. Isles, City Attorney

Date: 9/30/16

Agreement EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET #17

PROJECT TITLE:

Bus Pass Sales Agreement between Island Transit and the City of Everett to sell monthly bus passes for the Everett Connector Service at Everett Station's Customer Service Center

_____	Briefing
_____	Proposed Action
_____	Consent
_____	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL #	
Originating Department	Trans. Services
Contact Person	Tom Hingson
Phone Number	425-257-8939
FOR AGENDA OF	Sept. 28, 2016

Initialed by:
Department Head
CAA
Council President

Location

Preceding Action

Attachments
Agreement

Department(s) Approval
Legal, Transportation Services

Amount Budgeted	-0-	
Expenditure Required	-0-	
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Island Transit has re-instated the Everett Connector service between Camano Island and Everett Station, effective June 13, 2016. Island Transit has requested the City of Everett, through Everett Transit, to sell monthly bus passes for the Everett Connector Service at Everett Station's Customer Service Center.

Everett Transit will receive a fee equal to five percent (5%) of the published price for every pass sold. Approval of the Bus Pass Sales Agreement will allow Everett Transit to provide a convenient way for customers who travel to and from Camano Island to purchase passes at Everett Station.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Bus Pass Sales Agreement between Island Transit and the City of Everett to sell monthly bus passes for the Everett Connector Service at Everett Station's Customer Service Center.

Council Approved 9-28-16 M.P.