

**EDMONDS SCHOOL DISTRICT NO. 15  
OFFICE OF SUPERINTENDENT**

Date Submitted: September 17, 2008

Date of Board Meeting: September 23, 2008

MEMORANDUM

TO: Board of Directors                      X   Single Reading (Action Recommended)

FROM: Nick Brossoit                           First Reading (No Action Recommended)  
Superintendent                           Second Reading (Action Recommended)

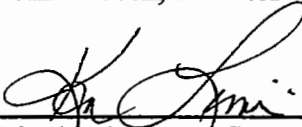
SUBJECT: **Resolution 08-42 Authorizing Establishment of a Bus Pass Sales and Service Agreement with Community Transit**

RECOMMENDATION: Approve Resolution 08-42 authorizing the superintendent to enter into a Bus Pass Sales and Service Agreement with Community Transit.

BACKGROUND: The purpose of this Agreement is to establish the responsibilities of each party. Community Transit will provide public bus service that may assist students of the district. To allow students ready access to this service the District will purchase bus passes.

RATIONALE: This Agreement sets forth all of the rights and duties of the parties with respect to the bus pass sales and service between Edmonds School District and Community Transit.

Submitted By: Craig Christensen, Director of Transportation

Approved By:   
Ken Limón, Assistant Superintendent

RESOLUTION NO. 08-42  
EDMONDS SCHOOL DISTRICT NO. 15  
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE BUS PASS SALES AND SERVICE AGREEMENT  
with  
COMMUNITY TRANSIT

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WHEREAS, Edmonds School District No. 15 and Community Transit desire to set forth all of the rights and duties of the parties with respect to bus pass sales and service between Edmonds School District and Community Transit, and

WHEREAS, the Board of Directors of each of the parties has determined that the attached Agreement sets forth the necessary policies;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District No. 15, Snohomish County, as follows:

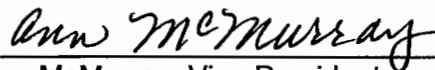
1. That Edmonds School District wishes to purchase bus passes from Community Transit.
2. That this Agreement outlines the process by which purchases are made and the transactions are completed.
3. That the Superintendent or designee of Edmonds School District No. 15, Snohomish County, Washington, is authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

ADOPTED by the Board of Directors of Edmonds School District No. 15, Snohomish County, Washington, at a regular meeting thereof this 23<sup>rd</sup> day of September 2008.

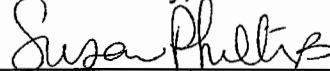
**EDMONDS SCHOOL DISTRICT NO. 15  
BOARD OF DIRECTORS**



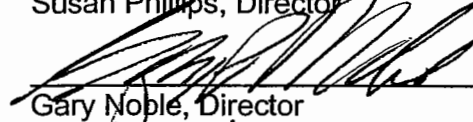
Susan Paine, President



Ann McMurray, Vice President



Susan Phillips, Director



Gary Noble, Director



Patrick Shields, Director

ATTEST:



Nick Brosseit, Secretary

**APPROVED**

SEP 23 2008

EDMONDS SCHOOL DISTRICT  
BOARD OF DIRECTORS

## **BUS PASS SALES AND SERVICE AGREEMENT**

**By and Between**

**COMMUNITY TRANSIT**

**And**

**EDMONDS SCHOOL DISTRICT NO. 15**

THIS AGREEMENT is made by and between Snohomish County Public Transportation Benefit Area Corporation (herein individually, (Community Transitreferred to as "CT") and The Edmonds School District No. 15(hereinafter referred to as "The District").

**IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**1) Purpose of Agreement**

The purpose of this Agreement is to establish the responsibilities of each party. Beginning July 1, 2008, and continuing until ORCA (One Regional Pass for All) implementation , CT will provide public bus service that may assist students of the District. To allow students ready access to this service the District will purchase bus passes as specified herein.

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and may only be amended as provided for in Section 9.

**2) CT's Responsibilities**

a) It is acknowledged that CT provides, at its sole discretion, fixed-route transit service throughout portions of the District. This service is part of CT's regular bus system and is open to the general public. The current nature of these services in no way implies a guarantee of their operation. While CT will endeavor to provide the services in their present configuration, they are subject to change due to circumstances beyond CT's control for reasons such as (but not limited to) weather, labor, equipment, or traffic conditions. CT further reserves the right to modify or eliminate any or all of its existing services within the District at its sole discretion.

b) CT agrees to, at its own expense, distribute and consign regional Puget Passes in the quantities and at the times specified in **Section 5 - Pass Purchase & Distribution Procedures**.

c) CT may promote transit service to students. Such actions may include printing and/or appropriately distributing promotional and service information materials. CT will provide the District with the opportunity to review and approve all materials for factual content, prior to production and distribution.

**3) The District's Responsibilities**

- a) The District will provide any and all special services for disabled students commuting during regular school days. District warrants it will not rely on CT to provide these services for the regular commute needs of its disabled students.
- b) The District will purchase Puget Passes for qualified students attending schools designated by the District (in accordance with **Section. 5 - Pass Purchase & Distribution Procedures**).
- c) The District will promote transit service to students. Such actions may include printing and/or appropriately distributing promotional and service information materials. The District will provide CT with the opportunity to review and approve all materials for factual content, prior to production and distribution.
- d) The District and/or student(s) will assume all financial responsibility to replace any passes which are lost, stolen or destroyed.
- e) The District agrees to provide students with CT's information on the Rules of Conduct for riding the bus, and the District will work with CT to resolve service and behavioral problems.
- f) The District will assume primary responsibility for resolution of student conduct and capacity issues at bus stops served under this Agreement. The District agrees to work, with CT and local jurisdictions, toward bus stop solutions that are mutually agreeable to all parties.
- g) At such frequency as may be mutually determined the District agrees to request that students receiving passes complete a brief questionnaire, which CT shall prepare and distribute to the District, to obtain data concerning pass use. The content of the questionnaire will be reviewed and agreed to by the District prior to distribution.

**4) Extraordinary Damage**

The District agrees to reimburse CT for extraordinary vandalism damage costs caused by students from the District using Puget Passes in CT routes and buses to and from school, on school days, during school hours.

CT employees will endeavor to identify, by name, those high school students from the District responsible for the vandalism and their degree of responsibility. CT shall have the authority to determine which student riders from the District caused the vandalism damage and the costs to repair that damage.

CT shall provide the District with verifiable supporting information for any vandalism charges levied against the District's students. CT reserves the right to refuse service to chronic offenders and students who regularly violate CT's rules.

**5) Pass Purchase & Distribution Procedures**

The District will purchase Puget Passes in accordance with the following procedures:

- a) The District will purchase Puget Passes. These passes will be valid at their \$1.00 face value on all transit systems participating in the regional Puget Pass Agreement. These passes will be produced monthly.

- b) CT will distribute these passes to the District on a consignment agreement. Upon receipt, the District assumes complete financial responsibility for all passes in their possession.
- c) The cost of the youth pass will be as listed in Table 1 below:

**Table 1: Pass Pricing**

<b>Effective Date</b>	<b>Face Value</b>	<b>Monthly Pass Price</b>	<b>Pass Description</b>
September 1, 2008	\$0.75	\$27.00	Regional Puget Pass valid at \$0.75 face value on Community Transit, Everett Transit, Sound Transit, King County Metro and Pierce Transit.
October 1, 2008	\$1.00	\$36.00	Regional Puget Pass valid at \$1.00 face value on Community Transit, Everett Transit, Sound Transit, King County Metro and Pierce Transit.

- d) The District agrees to purchase Puget Passes each month for all qualified students at schools designated by the District.
- e) The passholder may not replace or refund passes through CT. The policy will be stated on the pass.
- f) Passes will be distributed by CT's Finance Department. Passes will be distributed to the District monthly by the 10th of the month preceding the month for which the passes are valid.
- g) The District agrees that all fare media received from CT will become the complete financial responsibility of the District upon receipt and signature by an employee, official or agent named by the District. The District agrees that it is solely responsible for providing proper security measures for any and all fare media received by the District. The District hereby assumes the risk of loss of any fare media once it has been received by the District. Distribution of the passes to students will be the responsibility of the District.
- h) In the event the CT Board of Directors should increase CT fares during the term of this Agreement, the billing rates indicated in Table 1 will increase as directed by the Board.
- i) In the event the Regional Fare Coordination System a.k.a. "Smart Card" reaches implementation during the term of this Agreement, the characteristics and pricing of CT and regional pass products may change from those portrayed in Table 1. The District will be provided adequate notice of any such change impacting this Agreement as provided by CT fare change notification policies.

**6) Payment Procedures and Late Charges**

- a) Payment Procedures

CT will invoice the District monthly for all passes issued on consignment. Payment shall be made to CT at:  
Community Transit  
Finance Department  
Attn: Lori Barnett  
7100 Hardeson Road  
Everett, WA 98203

b) Pass Distribution Form:

The District will provide the following information on the monthly Pass Distribution form:

1. Total passes in use for the month.
2. Pass Invoice Amount Due: # of passes x \$36.00 (or Current) Puget Pass price

The District will be charged the Puget Pass Price indicated in Table 1 for each pass that is distributed to a student.

The remaining pass inventory must be returned to CT along with the completed Pass Distribution form, by the 15th day of the pass month. Only passes that were not issued can be returned to CT.

c) Invoice and Payment

Upon receipt of the Pass Distribution form and any unused passes, CT will invoice the District for the Pass Invoice Amount Due for the month. Payment will be due to CT within 30 days of District receipt of a proper invoice.

d) Pass Distribution List:

Throughout the school year, the District will maintain a written list of the students who have received passes. At a minimum, this list will include the following information:

1. Student's name, first & last, and the serial number of the pass they received.
2. Date pass was issued to student.

A copy of this list will be provided by the District with the Pass Distribution form, along with any unused passes. This list will also be made available to CT at any time upon request.

The District is financially responsible for any discrepancy in the number of passes distributed and the number of passes returned. Passes unaccounted for will be billed at the monthly rate indicated in Table 1.

e) Late Charges

Payments not submitted within the times specified above will be subject to a late payment fee in the amount of two hundred and fifty dollars (\$250), and an additional two hundred and fifty dollars (\$250) for each month that there is an outstanding balance over 30 days past due. Continued failure to submit payments within the schedules specified may result in CT withholding distribution of future pass orders, or in CT terminating this Agreement.

f) Regional Fare Coordination System

In the event the Regional Fare Coordination System a.k.a. "Smart Card" reaches implementation during the term of this Agreement, pass distribution and payment procedures may change from those described in this Agreement.

**7) Continued Services**

If the Community Transit continues to provide services beyond the term of this Agreement set forth in Section 1, the cost shall be the Monthly Rate for Additional Puget Pass specified in Section. 5 - Pass Purchase & Distribution Procedures, Table 1, times the number of months CT continue to provide Puget Passes. In the event the Agreement is extended or renegotiated, the compensation shall be retroactively applied from the expiration of the duration of the Agreement.

**8) Notices**

Communications between CT and the District will be accomplished through the following individuals/positions:

	<u>For CT</u>	<u>For District</u>
General:	Kathleen McMullen 425-348-2314	Ken Limon Assistant Superintendent
Financial	Lori Barnett	Marla S. Miller Assistant Superintendent
Operations:	TBD	Craig Christensen Program Director

Notices to CT should be addressed to 7100 Hardeson Road, Everett, WA 98203. Notices to the District should be addressed to 20420 68<sup>th</sup> Avenue W. Lynnwood, WA 98036.

**9) Amendment and Termination of Agreement**

The period of this Agreement shall commence-upon the District's receipt of the first order of passes and continue through ORCA Implementation.

This Agreement and any of its terms or provisions may be amended by written agreement of the parties. All amendments to this Agreement shall be in writing and signed by the persons authorized to bind the parties to this Agreement and as provided herein.

The Agreement may be terminated by either party by giving written notice of such termination to the other party at least sixty (60) days prior to the effective date of such termination.

This Agreement may be terminated at the end of the calendar year in the event sufficient CT funds are not appropriated to cover performance of the CT's responsibilities under the Agreement. Such termination shall be upon thirty (30) days written notice to the District. CT's fiscal period ends December 31 of each year.

**10) Record Inspection**

CT reserves the right to inspect all financial and operating records relating to the performance of this contract, and conduct a physical inventory of passes on-hand at the District with 24-hour notice.

**11) Successors and Assigns**

This Agreement and all terms, provisions, conditions and covenants thereof shall be binding upon the parties hereto and their respective successors and assigns. The District, however, agrees that it will not assign or delegate the duties to be performed under this Agreement without prior approval from the CT.

**12) Force Majeure**

CT shall not be responsible or liable for any loss or damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results directly or indirectly from circumstances beyond the control of CT, its officials, employees, agents or representatives or in any event for consequential damages. Such circumstances beyond CT's control shall include, but are not limited to, acts of God, acts of war, insurrection or riot, civil commotion, strikes, work actions, lockouts, acts of civil or military authorities, acts of the government in either its sovereign or contractual capacity, perturbation in telecommunications transmissions, inability to obtain suitable labor, equipment or components, accident, fire, explosion, water damages, flood, earthquake, or other natural catastrophes.

**13) Legal Relations**

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of a party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other party.

This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of Snohomish County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement. The provisions of this section shall survive any termination of this Agreement.

**14) Execution of Agreement**

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 23 day of September, 2008.

COMMUNITY TRANSIT

By Joyce Eleanor  
Joyce Eleanor  
Title: Chief Executive Officer

THE EDMONDS SCHOOL DISTRICT

By Neil Brunant  
Title Superintendent 10-10-08

September 9, 2008  
School Board Approval of Contract