

**INTERGOVERNMENTAL AGREEMENT BETWEEN
TIMBERLAND REGIONAL LIBRARY (TRL)
and
MASON TRANSIT AUTHORITY (MTA)**

1. **Scope of Services.** The TRL agrees to abide by all terms and conditions pertaining to selling MTA bus passes as set forth in the Guidelines for Consignment of Bus Passes (hereafter "Exhibit A"), which is attached hereto and incorporated herein by this reference. MTA may amend the Exhibit A from time to time and the TRL agrees to comply with any new or modified terms and conditions if MTA sends or delivers a copy of the revised Exhibit A to the TRL. After the TRL accepts MTA bus passes, it is the sole responsibility of the TRL to sell or return unsold passes to MTA. MTA is not responsible for lost or stolen passes after acceptance by the TRL. It will be the responsibility of the TRL to pay for any lost or stolen passes to MTA.
2. **Term.** This Agreement shall be for an initial term of eighteen (18) months, commencing on the Effective Date, unless previously terminated by action of the Parties or operation of law as described herein. This Agreement may be extended if agreed upon in writing by the Parties.
3. **Termination.** This Agreement may be terminated by either Party upon the delivery of sixty (60) days written notice to the other Party.
4. **Indemnification.** Each Party to this Agreement agrees to defend, indemnify and hold harmless the other Party, and their officers, officials, employees, agents representatives and directors from and against any and all claims, demands, losses, liabilities, causes of action and costs (including expert witness fees and other reasonable costs of defense and any appeals) (collectively "Claims"), which may be imposed upon, incurred by or asserted against a Party, attributable (directly or indirectly) to, or arising in any manner by reason of, the act, omission, negligence, misconduct or other fault of the other Party, or of any agent, officer, servant or employee of the other Party, or anyone for whom the other Party may be legally liable in the performance of this Agreement.
5. **Conflict of Interest.** This Agreement is subject to termination for a conflict of interest, pursuant to the provision of Chapter 43.160.040 RCW.
6. **General Provisions.**
 - a) **Incorporation of Recitals.** The Recitals are acknowledged by the Parties to be substantially true and correct and hereby incorporated as agreements of the Parties.
 - b) **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.
 - c) **Law Governing and Forum Clauses.** The Parties agree this Agreement shall be construed in accordance with the laws of the State of Washington and any

controversy, dispute or litigation shall be brought or commenced only in the Superior Court of Thurston County, Washington.

- d) **Assignability.** This Agreement is non-assignable, in whole or in part, by any Party hereto without the written consent of both Parties.
- e) **Modifications.** Except as otherwise specifically provided in this Agreement, any amendment, modification or variation from the terms of this Agreement requires the written approval of all Parties.
- f) **Attorney Fees.** In the event suit is brought or an attorney is retained by any party to this Agreement to seek interpretation of construction of any term or provision of this Agreement, to enforce the terms of this Agreement, to collect any money due, or to obtain any money damages or equitable relief for breach, or to seek recourse in a bankruptcy proceeding, the prevailing party shall be entitled to recover, in addition to any other available remedy, reimbursement for reasonable attorney fees including attorney fees for representation in the bankruptcy court, court costs, costs of investigation, and other related expenses.
- g) **Notices.** All notices or demands required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing and delivered in person; sent by facsimile transmission; deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested; or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice given in the manner prescribed in this paragraph.


To MTA: Danette Brannin
General Manager
Mason Transit Authority
790 E Johns Prairie Rd
Shelton, WA 985847
Tel: (360) 432-5750
dbrannin@masontransit.org

To TRL: Cheryl Heywood, Library Director
Timberland Regional Library
415 Tumwater Blvd SW
Tumwater, WA 98501
Tel: (360) 943-5001
Fax: (360) 586-6838
chevwood@trl.org

- h) **Force Majeure.** Neither Party shall be responsible for delays nor failures in performance resulting from acts beyond their control. Such acts shall include, but are not limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

- i) **Counterparts.** This Agreement may be executed in one or more counterparts, and each originally duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.
 - j) **Severability.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.
 - k) **Binding on Heirs.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assignees.
7. **Authority.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter into this Agreement. Each Party further acknowledges and agrees that it has read this Agreement, understands it, and agrees to be bound by it.
8. **Third-Party Beneficiaries.** This shall not create any rights to enforcement of the provisions therein to any person or entity that is not a party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 28 day of March, 2018,


Darlette Brannin
General Manager, Mason Transit Authority

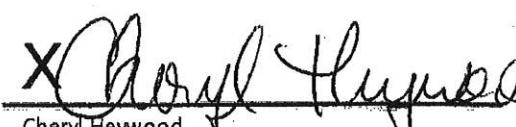

Cheryl Heywood
Library Director, Tumwater Regional Library

EXHIBIT A

GUIDELINES FOR CONSIGNMENT OF BUS PASSES

1. Ordering Merchandise

A MTA representative will deliver the requested amount of passes based on the TRL's order. If the TRL needs an additional quantity of passes, email the Finance Department at finance@mtatransit.org or call at (360) 426-9434, MTA will provide Monthly Pass Consignment Report forms. A sample is included as part of this exhibit.

2. Delivery of Passes

All orders will be delivered by a MTA representative. It is important that before accepting any order, the TRL confirm that the passes received match the log that accompanies the order. Please verify the following carefully:

- The correct denomination received
- The correct quantity received

Once the TRL verifies this information, the log for receipt of the passes will be signed. Once accepted, the TRL is responsible for the merchandise ordered until it is either sold or returned to MTA. Should the TRL find any discrepancy, please contact the Finance Department at (360) 426-9434.

Sales proceeds shall be remitted to the MTA within 31 days following the end of the month by mailing a check to the MTA office. An invoice will be mailed to TRL upon receipt by MTA of unsold passes and the corresponding consignment sheet. A copy of the invoice will be included with the payment submittal.

MTA fare merchandise is given to the TRL on consignment, which means that any unsold or unused passes must be returned to MTA.

After passes have been accepted, it is the sole responsibility of the TRL to sell or return unsold merchandise to MTA. If passes are lost or stolen, MTA will not replace them. It will be the responsibility of the TRL to pay for the lost or stolen passes.

3. Prices

Adult Monthly Pass Prices	\$28.00
Senior/Disable w/ Regional Reduced Fare Card	\$ 9.00
Youth Monthly Passes	\$18.00

Disabled - Must have a Regional Reduced Fare Card to use the pass. It may be purchased by anyone on behalf of the individual using the pass.

Senior - 65 years or older

Student - Age 18 or younger, or currently attending high school or college (may be asked for student ID for verification)

Children - Age 5 years or younger ride free with an adult

4. Sales

After passes have been accepted, it is the sole responsibility of the TRL to structure the sales hours, locations, and other policies and procedures related to the sales of the passes.

5. Helpful Materials

Riders' Guides, route schedules and other related brochures will be provided to the TRL free of charge. Occasionally, some additional marketing materials may also be provided to MTA for cross-promotions.

MTA will provide a point of purchase sign advertising the retail sale price of passes, and a sales outlet window decal to each location where they will be sold on consignment.

MTA Customer Service Representatives will be available by phone or email to assist with route and schedule information. You may reach a MTA Customer Service Representative at 360-427-5033.