

Consent Item (C) 01-25-2024

Washington Metropolitan Area Transit Authority

Board Action/Information Summary

☒ Action ☐ Information

Document
Number:
205691

Resolution:
☒ Yes ☐ No

Presentation Name:

Indemnify District of Columbia Public Library

Project Manager:

Tracey Foster

Project Department:

Treasury

Purpose/Key Highlights:

Staff recommends approval to indemnify the District of Columbia Public Library to advance Metro's Strategic Transformation Plan for Service Excellence, Regional Opportunity, and Partnerships.

Interested Parties:

WMATA and the District of Columbia Public Library

Background:

On December 14, 2023, the Board approved eliminating the \$2 Senior SmarTrip fee for qualified customers effective January 16, 2024, (Res. 2023-41). As part of our ongoing commitment to regional opportunity and strategic partnerships, Metro proposed a temporary pop-up location at the Martin Luther King Jr. Memorial Library (MLK) to distribute and register customers for Senior SmarTrip cards as a community alliance initiative.

The District of Columbia Public Library requires WMATA to enter into an In-Kind Program Agreement, that includes an indemnification provision. Board Resolution 2011-30, as amended, requires Board of Directors approval of non-procurement agreements requiring WMATA to indemnify a counterparty. Accordingly, staff seeks Board approval to indemnify the District of Columbia Public Library as may be required in the In-Kind Program Agreement, substantially in the form in Attachment A.

If approved, Metro would benefit from the MLK Library's central location in the District

of Columbia adjacent to bus and rail service. Our community partnership will also promote seamless regional travel, mobility and affordability to public transit at no cost to Metro.

Discussion:

Introducing a Senior SmarTrip enrollment site at the MLK Library will expand program visibility, community awareness and access to a wide range of programs and services. Eligible customers age 65 and older will show proof of age using a government issued identification and receive a free Senior SmarTrip card onsite. The Senior SmarTrip card provides a 50 percent discount on Metrorail, Metrobus, and regional bus providers. Seniors can also use the virtual platform for convenient system access. The \$2 fee elimination will promote a seamless customer experience, and proof of concept for future partnerships and broad distribution.

Metro currently offers Senior SmarTrip registration sites at Commuter Stores and libraries in Maryland and Virginia. The elimination of the \$2 fee removes the need for a third-party payment collection, which is currently a barrier to participation for social service agencies and other organizations. Our goal is to expand Senior SmarTrip registration sites in the District of Columbia to local libraries, community based organizations and retail partners. In the coming months, an online Senior SmarTrip platform will be launched offering a self serve option for program enrollment.

Metro recently partnered with the Department of Aging and Community Living (DACL) to offer Senior SmarTrip registration at wellness centers and community sites. During the inaugural Income Qualified Fare Program (Lift) rollout, Metro successfully partnered with the Department of Human Services (DHS) and community groups for onsite customer engagement. Collectively, over 6,000 SNAP recipients enrolled in the reduced fare program for a 50 percent discount off Metrobus and Metrorail trips. Staff hopes to leverage strategic community partnerships to expand regional fare media distribution.

Funding Impact:

The District of Columbia Public Library In Kind Agreement and partnership is offered at no cost to Metro.

Previous Actions:

None

Next Steps:

Staff recommends approval to indemnify the District of Columbia Public Library to advance Metro's Strategic Transformation Plan for Service Excellence, Regional Opportunity, and Partnerships effective immediately.

Recommendation:

Approval to: Indemnify District of Columbia Public Library

PRESENTED AND ADOPTED: January 25, 2024

SUBJECT: APPROVAL TO INDEMNIFY DISTRICT OF COLUMBIA PUBLIC LIBRARY

2024-05

RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

WHEREAS, Resolution 2011-30, as amended, requires Board of Directors approval for WMATA to indemnify a counterparty; and

WHEREAS, Staff is seeking to use space at the Martin Luther King, Jr. Memorial Public Library in the District of Columbia for the distribution and registration of Metro Senior SmarTrip® cards; and

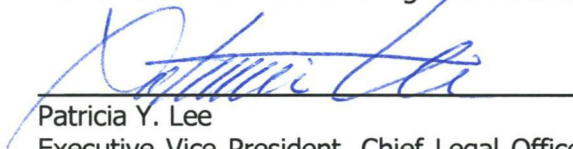
WHEREAS, The District of Columbia Public Library requires WMATA to enter into an In-Kind Program Agreement, which agreement includes an indemnification provision in substantially the form shown in Attachment A;

NOW, THEREFORE, be it

RESOLVED, That the Board authorizes the General Manager and Chief Executive Officer or his designee to indemnify the District of Columbia Public Library for use of the Martin Luther King, Jr. Memorial Public Library in substantially the form shown in Attachment A as may be required in District of Columbia Public Library In-Kind Program Agreement; and be it further

RESOLVED, That in order to timely execute the District of Columbia Public Library In-Kind Program Agreement, this Resolution shall be effective immediately.

Reviewed as to form and legal sufficiency,



Patricia Y. Lee
Executive Vice President, Chief Legal Officer and General Counsel

WMATA File Structure No.:
15.2.1 Grants of Indemnification

**Motioned by Mr. Smedberg, seconded by Dr. Hadden Loh
Ayes – 8- Mr. Smedberg, Mr. McAndrew, Dr. Hadden Loh, Ms. Kline, Mr. Letourneau, Mr. Drummer,
Ms. Santos and Ms. Martin-Proctor**

ATTACHMENT A

The Program Partner agrees to defend, indemnify and hold harmless the District of Columbia Government, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorney's fees), resulting from, arising out of, or in any way connected to activities or work performed by the Program Partner, the Program Partner's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Program Partner in performance of the contract (including travel to and from event location). The Program Partner assumes all risks for direct and indirect damages or injury to the property or persons used or employed in performance of the contract. The Program Partner shall also repair or replace any District property that is damaged by the Program Partner, the Program Partner's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Program Partner while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Program Partner where the underlying claim arises from the conduct, action, or omission of the Program Partner, the Program Partner's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Program Partner in performance of the contract.