

**Agreement for Pilot  
Community & Technical College Student Bus Pass Program  
between  
Clover Park Technical College and Pierce Transit**

Pursuant to Ch. 39.34 RCW, this agreement ("Agreement") is made by and between Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit") and Clover Park Technical College ("CPTC"), a public institute of higher education, either of which may be referred to herein as "Party" or together as the "Parties."

**RECITALS**

Whereas, Pierce Transit and CPTC have identified a need for customized transit passes for CPTC students; and

Whereas, both Parties seek to provide more transportation options to students attending CPTC and to increase transit ridership; and

Whereas, providing a bus pass to each student and providing educational information about alternative modes of transportation should incentivize students to ride transit; and

Whereas, Pierce Transit is willing and able to test a pilot Community & Technical College Student Bus Pass Program ("the Program"), to provide discounted local bus passes to all eligible students enrolled at CPTC beginning in Spring Quarter 2017; and

Whereas, the Parties desire to enter into an agreement to test the Program at the CPTC campuses for 15 months commencing Spring Quarter, 2017 (April 1, 2017) and ending at the close of Spring Quarter, 2018 (June 29, 2018); and

Now therefore the Parties agree as follows:

**1. PURPOSE OF AGREEMENT**

- 1.1 The purpose of this Agreement is to establish the terms and conditions to provide discounted local bus passes to students at CPTC. The Program is described in Attachment A which is attached hereto. Attachment A is incorporated herein and made a part of this Agreement by this reference.
- 1.2 This Agreement establishes the responsibilities of the Parties in relation to the Project, including methods for financing, implementing, improving and terminating the Project.

**2. PIERCE TRANSIT'S RESPONSIBILITIES**

- 2.1 Pierce Transit will provide discounted student passes for local transit service ("the Pass" or "Passes") as described in Attachment A.

- 2.2 Pierce Transit will develop and provide the Passes in the form of a sticker that is to be placed on the CPTC student identification (ID) card. The April, 2017 sticker will be designed, produced, paid for, and distributed by CPTC. Pierce Transit reserves the right to approve all materials relating to the sticker. Subsequent quarterly stickers will be designed, produced, and paid for by Pierce Transit
- 2.3 The quarterly sticker will be printed with a specifically engineered aggressive adhesion for plastic cards that destroys the stickers when removed so they cannot be transferred to another card preventing the possibility of fraudulent validation or transferability. The color of the quarterly sticker should change every three months and be designed to fit within the allotted space of the CPTC ID card.
- 2.4 Pierce Transit will monitor transit use, in part, through a review of bus stop boardings adjacent to the college.
- 2.5 Pierce Transit will allow students with a Pass to ride Pierce Transit fixed local routes or SHUTTLE service by showing their Pass and will not require any additional payment by a Pass holder.
- 2.6 Pierce Transit will assist with marketing the program utilizing its usual marketing channels to include but be not limited to: a flyer describing the program and how the passes work, posters for display at CPTC and social media or press notices. To encourage the ongoing success and participation in this program, Pierce Transit will continue to market this Program throughout the term of this Agreement, with additional marketing efforts to occur during the last two weeks of each academic Quarter during the term of this Agreement.
- 2.7 Pierce Transit will establish the information to be collected by CPTC to evaluate ridership and the success of this program, and will work with CPTC to gather feedback from students on a quarterly basis.

### **3. CPTC'S RESPONSIBILITIES**

- 3.1 CPTC will pay its financial share of the Program as described in Attachment A.  
  
CPTC will design, produce, pay for and distribute the Spring 2017 sticker for student ID cards as described in Attachment A.
- 3.2 CPTC will be responsible for printing CPTC Student ID cards pursuant to campus policies and brand standards.
- 3.3 CPTC will be responsible for determining student eligibility of the Program.
- 3.4 CPTC will market the passes through usual marketing channels including but not limited to the college website, flyers, email, and social media and press notices. To encourage the ongoing success and participation in this program, CPTC will

continue to market this Program throughout the term of this Agreement, with additional marketing efforts to occur during the last two weeks of each academic Quarter during the term of this Agreement.

- 3.5 CPTC will distribute the Passes to students registered for the quarter the Pass is valid. CPTC will be responsible for confirming the student's enrollment status at time of sticker distribution. CPTC will affix the Pass to valid CPTC student ID Cards.
- 3.6 CPTC will be responsible for securing and maintaining an accurate sticker inventory. Stickers printed in Spring 2017 by CPTC will be printed with a specifically engineered aggressive adhesion for plastic cards that destroys the stickers when removed so they cannot be transferred to another card preventing the possibility of fraudulent validation or transferability. CPTC shall be responsible for distributing the Pierce Transit Rules of Use for the Community and Technical College Student Bus Pass Program, which will be provided by Pierce Transit.
- 3.7 CPTC will distribute the quarterly stickers and provide a quarterly count to Pierce Transit.
- 3.8 CPTC will work with Pierce Transit to gather feedback and data about the Program from students on a quarterly basis. CPTC will collect data and feedback responsive to the areas of information established by Pierce Transit as provided for in Section 2.7 herein. CPTC will collect, administer, and summarize all data and feedback on the Program and provide such information, including raw data (excluding student identifying information) to Pierce Transit. CPTC will commence collection of this feedback and data at the end of Spring Quarter, 2017, and shall do so each academic Quarter thereafter during the term of this Agreement.

#### **4. COST OF SERVICE**

The cost for the Project will be based on the number of students enrolled at the college as outlined in Attachment A. Pierce Transit will monitor transit use through a review of bus stop boardings adjacent to the college and through the results of the quarterly feedback from students.

#### **5. TERM OF AGREEMENT AND DATES OF QUARTERS**

This Agreement covers the time period when the Project commences on Saturday, April 1, 2017 until the end of Spring Quarter, 2018, (Saturday, June 30, 2018), unless terminated earlier pursuant to the terms found in Section 9 herein. For purposes of this agreement, dates of the CPTC academic Quarters are as follows: Spring, 2017 (April 1, 2017 – June 30, 2017); Summer, 2017 (July 1, 2017 – August 31, 2017); Fall, 2017 (September 1 – December 31, 2017); Winter, 2018 (January 1 – March 31, 2018); and Spring, 2018 (April 1 – June 30, 2018).

## **6. INVOICES/PAYMENT PROCEDURES**

- 6.1 Pierce Transit will invoice CPTC on an agreed-upon schedule as outlined in Attachment A for CPTC's financial obligation for the Passes.
- 6.2 The total Project costs for this pilot program are based on the number of Full-Time Equivalent Students enrolled at CPTC as shown in Attachment A.
- 6.3 The price summary will be in place through the term of this agreement as shown in Attachment A.
- 6.4 CPTC shall make payment within thirty (30) days after receipt of an invoice.
- 6.5 In kind donations by CPTC that further support marketing and outreach efforts for the Project are considered above and beyond the estimated costs and will not be considered as partial payment of this cost.

## **7. INDEMNIFICATION AND LEGAL RELATIONS**

- 7.1 It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents, contractors or subcontractors of the other Party.
- 7.2 Each Party shall comply, and shall ensure that its contractors and subcontractors, if any, comply with all federal, state and local laws, regulations, and ordinances applicable to the work and services to be performed under this Agreement.
- 7.3 Each Party shall defend, indemnify and hold harmless the other Party, its elected officials, officers, officials, employees and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from each Party's own sole or proportionate concurrent negligent acts or omissions or the performance of this Agreement. Each Party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

- 7.4 Each Party's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law or in equity.
- 7.5 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Pierce County, Washington or the United States District Court of the Western District of Washington, located in Tacoma, Washington, shall have jurisdiction and venue, as provided by law, over any legal action arising under this Agreement.
- 7.6 The provisions of this section shall survive any termination of this Agreement.

## **8. CHANGES AND MODIFICATIONS**

This Agreement may be amended or modified only by prior written agreement signed by the Parties hereto.

## **9. TERMINATION OF AGREEMENT**

- 9.1 Any of the Parties may terminate this Agreement without financial penalty, in whole or in part, for any reason provided, however, the Party terminating the Agreement must give notice of termination at least fourteen (14) calendar days prior to the start of the next academic Quarter to allow both parties' to give appropriate notice to stakeholders and students of the termination of the Program. Such termination must be by written notice delivered by certified mail, return receipt requested, of intent to terminate to the contact listed in Section 16 herein.

## **10. FORCE MAJEURE**

Either Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, earthquake or acts of nature; strikes or labor actions; commandeering material, products, or facilities by the federal, state or local government; and/or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party, and provided further that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event, however, shall this provision eliminate the obligation to make payment to Pierce Transit for work performed in accordance with this Agreement, unless Pierce Transit is unable to provide transit service adjacent to CPTC for an entire Quarter.

## **11. WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a

waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized Parties and attached to this Agreement.

**12. ASSIGNMENT**

This Agreement shall be binding upon the Parties, their successors, and assigns; provided, however, that neither Party shall assign nor transfer in any manner any interest, obligation or benefit of this Agreement without the other's prior written consent.

**13. NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties hereto and their respective successors and assigns any rights or remedies under or by virtue of this Agreement.

**14. MUTUAL NEGOTIATION AND CONSTRUCTION**

This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

**15. ALL TERMS AND CONDITIONS**

This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties related to the subject matter hereof and constitutes the entire agreement between the Parties. This Agreement may be amended only by written agreement of the Parties.

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

**16. CONTACT PERSONS**

The Parties shall designate a contact person for purposes of sending inquiries and notices regarding the execution and fulfillment of this Agreement.

|              |   |
|--------------|---|
|              | <b>Clover Park Technical College</b>          |
| Contact Name | Cal Erwin-Svoboda                             |
| Organization | Clover Park Technical College                 |
| Title        | Director of Student Involvement               |
| Address      | 4500 Steilacoom Blvd SW<br>Lakewood, WA 98499 |
| Telephone    | 253-589-5644                                  |
| E-Mail       | cal.erwin@cptc.edu                            |

|              |                                      |
|--------------|--------------------------------------|
|              | <b>Pierce Transit</b>                |
| Contact Name | Sharon Stockwell                     |
| Title        | Senior Employer Services Coordinator |
| Address      | PO Box 99070<br>Lakewood, WA 98496   |
| Telephone    | 253-581-8112                         |
| Fax          | 253-777-4580                         |
| E-Mail       | sstockwell@piercetransit.org         |

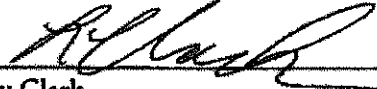
Each Party warrants and represents that its execution of this Agreement has been authorized by its governing body.


17. **Effective Date.** This Agreement shall take effect when it is signed by all the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the 18<sup>th</sup> day of April, 2017.

**CLOVER PARK TECHNICAL COLLEGE**

**PIERCE TRANSIT**

By:   
Larry Clark

By:   
Sue Dreier

Title: Vice President for Finance & Administration

Title: Chief Executive Officer

Date: 3-22-17

Date: 4/18/17

## Attachment A

### Pierce Transit - Clover Park Technical College Student Bus Pass Program Cost Agreement

#### Program Description:

The Community & Technical College Student Bus Pass Program between Pierce Transit and CPTC is a pilot program to introduce public transportation services to CPTC students.

Quarterly stickers will be made available by CPTC to currently enrolled and eligible students each quarter. While the distribution of quarterly stickers creates an opportunity for a student to ride Pierce Transit, it does not guarantee ridership. This program aims to build a culture of using public transportation services by providing easy, convenient access to students.

#### CPTC FTES

The cost for this Program is based on 2015-2016 CPTC enrollment data: Full-Time Equivalent Students (FTES) for 2015-2016 was 4,390

#### Program Summary:

- Pierce Transit fixed route and SHUTTLE service for all enrolled and eligible CPTC students
  - Lakewood Campus, 4500 Steilacoom Blvd SW, Lakewood, WA 98499
  - South Hill Campus, 17214 110<sup>th</sup> Ave East, Puyallup, WA 98374
  
- Term: 15 months April 1, 2017 – June 30, 2018
  
- Payment Terms: 2 payments
  - Payment 1 (Spring, Summer, Fall 2017) \$22,500
  - Payment 2 (Winter and Spring 2018) \$15,000

#### Pricing Summary:

Annual cost: \$30,000 (Spring, Summer, and Fall Quarters, 2017 and Winter Quarter, 2018)

Quarterly cost: \$7,500 (Spring Quarter, 2018)

**Total cost (Spring Quarter, 2017 – Spring Quarter, 2018): \$37,500.**