

**AGREEMENT  
BETWEEN  
PENINSULA COLLEGE  
AND  
JEFFERSON TRANSIT SYSTEM**

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between PENINSULA COLLEGE and JEFFERSON TRANSIT SYSTEM, a Public Transportation Benefit Authority of the State of Washington.

It is the purpose of this Agreement to provide bus ride stickers for students of Peninsula College, to encourage transit use as an alternative to automobile use and to reduce traffic and parking demand on and around the college campus.

Therefore, it is mutually agreed that:

**STATEMENT OF WORK**

Peninsula College students have authorized the collection of a fee of \$1 per credit-taking student (excluding continuing education, contracted courses and Board approved tuition waivers and including Upward Bound students and Basic Education for Adults students), per quarter, effective Fall Quarter 2015 through Spring Quarter 2018, for the purpose of funding bus ride fares through the Jefferson Transit System.

Peninsula College will:

- Collect the fee from and distribute the bus ride stickers quarterly to eligible students.
- Provide each eligible student with a student ID card with color identification photo.
- Remit funds and a count of student enrollment quarterly to Jefferson Transit System.

Jefferson Transit System will:

- Allow eligible students bearing proper student identification unrestricted and unlimited ridership on all Jefferson Transit fixed routes and dial-a-ride (DAR) service.
- Bus rider stickers will be color coordinated with the quarter and will be honored during the designated academic quarter and the ensuing break before the next quarter.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance under this Agreement will be effective Sept. 21, 2015 through June 30, 2018.

**COMPENSATION/PAYMENT FOR SERVICES**

The College shall remit funds to the Jefferson Transit System equal to the eligible student enrollment multiplied by \$1.00 along with the supporting data at the end of each academic quarter plus five business days.

Funds will be remitted via check to Jefferson Transit System, 63 Four Corners Road, Port Townsend, Washington, 98368.

**CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Agreement.

<p><b>Contract Manager for JEFFERSON TRANSIT SYSTEM is:</b></p>	<p><b>Contract Manager for PENINSULA COLLEGE is:</b></p>
<p>Tammi Rubert 63 Four Corners Road Port Townsend WA 98368</p> <p>PHONE: (360) 385-3020, 107 FAX: (360) 385-2321 E-MAIL ADDRESS: trubert@jeffersontransit.com</p>	<p>RICK ROSS 1502 E. LAURIDSEN BLVD PORT ANGELES, WA 98362</p> <p>PHONE: (360) 417-6533 FAX: (360) 417-6547 E-MAIL ADDRESS: rross@pencol.edu</p>

**APPROVAL**

This Agreement shall be subject to the written approval of PENINSULA COLLEGE’S authorized representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

**ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by Jefferson Transit System without prior written consent of PENINSULA COLLEGE.

**ASSURANCES**

The parties agree that all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state and local laws, rules and regulations.

**GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

**HOLD HARMLESS**

Each party to this Agreement shall be responsible for any and all claims, damages or other liability, including costs of defense and attorney’s fees, arising out of the acts or omissions of its officers, employees and/or agents in the performance of its obligations under this Agreement. Neither party assumes responsibility for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

**INTEGRATION**

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.

**NONDISCRIMINATION**

During the performance of this Agreement, the parties shall comply with all federal and state nondiscrimination laws and regulations.

**RIGHTS AND OBLIGATIONS**

All rights and obligations of the parties to this Agreement shall be subject to and governed by the Statement of Work and terms and conditions as set forth in this Agreement.

**TERMINATION**

Termination for Convenience: Either party may terminate this Agreement. Such termination shall only occur at the end of an academic year.

Termination for Cause: Failure for either party to comply with the terms of this Agreement shall constitute material breach of contract and is cause for termination. In the event of such termination during an academic quarter after the disbursement of funds to Jefferson Transit System, Jefferson Transit System shall return all unearned revenue to Peninsula College prorated on a per diem basis.

Agreed to and signed by:

**JEFFERSON TRANSIT SYSTEM**

Jammi Rubat

Signature

General Manager

7.29.15

Date

**PENINSULA COLLEGE**

[Signature]

Signature

Vice President for

Finance & Administration

Date

