

AGREEMENT

FOR COLUMBIA COLLEGE STUDENT BUS PASS PROGRAM

This Agreement (“Agreement”), dated _____, 2018 (“Effective Date”), is an Agreement by and between the Tuolumne County Transit Agency (“TCTA”) and Columbia College, a California nonprofit public benefit corporation (“CCF”). The TCTA and CC shall hereinafter be collectively referred to as the “Parties” and individually as either “TCTA,” “CC” or “Party.”

RECITALS

WHEREAS, the TCTA operates public transit services which include routes servicing the Columbia College; and

WHEREAS, CC recognizes the benefit to its students if a student bus pass is offered to its students; and

WHEREAS all Parties desire to increase student ridership on TCTA buses to reduce parking and traffic congestion, encourage enrollment and provide transportation to students; and

WHEREAS, the Parties desire, with this Agreement, to implement the Columbia College Student Pass program (“Program”), wherein the students would show their student identification (“ID”) card to access any TCTA route, and in exchange CC would provide the TCTA a flat rate for the year; and

WHEREAS, CC and TCTA recognize that success of this Program depends to a degree on appropriate marketing efforts.

AGREEMENT

NOW THEREFORE, in consideration of this Agreement, and the mutual promises, covenants, and stipulations hereinafter contained, the Parties agree as follows:

1. RECITALS

The foregoing Recitals are true and correct.

2. PURPOSE

The purpose of this Agreement is to provide the Parties with a certain and specific understanding of the agreed roles, responsibilities and obligations of the Parties. This Agreement is intended by the Parties to be binding and enforceable in a court of law.

3. TERM

This Agreement shall commence on the Effective Date of this Agreement or August 15, 2018 (whichever is later) and shall continue until June 30, 2019. This Agreement shall automatically renew for one- year extensions unless terminated pursuant to Section 8. The Parties

agree to meet after March 30th of each Agreement year to evaluate the actual ridership and negotiate terms and payment through amendment for continued operation of this Agreement.

4. OBLIGATIONS OF EACH PARTY

4.1 TCTA shall do the following:

- 4.1.1 TCTA bus operator shall provide transit services to any Columbia College student that presents an official student ID card with the appropriate semester sticker upon entering a bus;
- 4.1.2 Fixed Route and Dial-a-Ride will be available for the Columbia College Student Pass Program. Premium services, such as SkiBUS, Pinecrest and Yosemite services are excluded.
- 4.1.3 TCTA bus operators shall track the total number of Columbia College students that present student ID cards to utilize the Program. TCTA shall provide ridership information to CC on a quarterly basis for Students utilizing Fixed Route and Dial-a-Ride.
- 4.1.4 The TCTA shall allow CC to place one (1) laminated advertisement on each bus (11" x 17") on the bus interior advertising space to promote the Program at no cost. The TCTA shall pre-approve all advertising content.
- 4.1.5 The TCTA shall retain the right to make modifications to fixed-route transit routes, stops, schedules, frequency and operating hours throughout the term of this Agreement on an as-needed basis to maintain efficient, sustainable and equitable transit service to the general public. TCTA shall endeavor to collaborate with CC on potential changes to fixed-route service that could represent a fundamental change to expectations held by CC regarding access to and availability of these services. TCTA shall notify CC in writing thirty (30) calendar days prior to any changes in fixed route transit services.
- 4.1.6 TCTA shall retain the right to manage access to transit services, including the removal, suspension or ban of any Columbia College student who violates regulations and policies established for all public transit users.

4.2 CC shall do the following:

- 4.2.1 CC shall pay TCTA a flat amount of \$15,000 per year for the Program provided by the TCTA on the following schedule;
 - 4.2.1.1 \$7,500 payment due by August 15th of each Agreement year
 - 4.2.1.2 \$7,500 payment due by February 15th of each Agreement year
- 4.2.2 CC shall provide information for its student population relating to the Program.

4.2.3 CC shall provide twenty-five (25) laminated depictions of the current Columbia College student ID and applicable semester sticker to TCTA. During the course of this Agreement, CC shall promptly inform the parties of any changes in the format or content of the Columbia College Student ID.

4.2.4 CC shall provide advertisements to be placed in the buses to promote the Program.

5. ENTIRE AGREEMENT

This Agreement and any exhibits contain the entire understanding between the Parties relating to the Program. All previous proposals, offers and communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement. No future waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by all the Parties.

6. COMPLIANCE WITH LAWS

The parties agree to comply with all federal, state, and other local laws and regulations applicable to each entity in carrying out the agreed roles, responsibilities and obligations set forth in this Agreement.

7. ASSIGNABILITY

All rights and obligations assigned herein shall not be assigned to any third party without prior written approval of TCTA.

8. TERMINATION

Either Party may terminate this Agreement, without cause, by providing all Parties with sixty (60) days' written notice to all parties. If termination occurs prior to the end of an Agreement year, CCF shall pay to the TCTA the pro-rated amount of the flat rate.

9. SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the Parties.

10. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be determined to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining provisions, terms portions, or parts shall be deemed severable and shall not be affected thereby, provided the remaining provisions or portions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first instance.

11. AMENDMENTS

This Agreement may be amended at any time by supplemental written agreement duly authorized and executed by or on behalf of the TCTA and CC.

12. TITLES AND HEADINGS

The Section titles and the heading of this Agreement are for convenience only and shall not be used in interpreting the Agreement.

13. INDEMNITY

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

14. INSURANCE

Each Party shall be responsible for procuring and maintaining appropriate insurance coverage that may be necessary to fulfill each Party's roles, responsibilities and obligations as described in this Agreement.

15. BREACH

This Agreement is intended by the Parties to be binding and if default shall be made by any Party, in any covenant contained in this Agreement, such default shall not excuse that Party from fulfilling the respective obligations under this Agreement, and the breaching Party shall continue to be liable for the performance of this Agreement.

16. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with and governed by the Constitution and laws of the State of California and venue shall be proper in the Tuolumne County Superior Court.

17. NOTICES

All notices or communication herein required or permitted shall be given in writing, and if to any of the entities described below, to the address shown:

TCTA: Tuolumne County Transit Agency
Attn: Tyler Summersett
2 South Green St (mailing)
48 W. Yaney Ave (physical)
Sonora, CA 95370
tsummersett@co.tuolumne.ca.us

CC: [INSERT CONTACT INFO]

18. COUNTERPARTS

This Agreement and any supplement or amendment hereto may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first herein above written..

TUOLUMNE COUNTY TRANSIT AGENCY

By: _____
Darin Grossi, Executive Director

COLUMBIA COLLEGE

By: _____
, VP Student Services

By: _____
, Vice Chancellor, Yosemite Community College District

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____