

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between Foothill Transit, a joint powers authority organized under the laws of the State of California with its principal place of business at 100 South Vincent Avenue, Suite 200, West Covina, California 91790 and Mt. San Antonio College (College) located at 1100 North Grand Avenue, Walnut, CA 91789.

Purpose

The purpose of this Memorandum is to establish the commitments and roles of Foothill Transit and the College relative to a pilot transportation program wherein Foothill Transit will provide transportation services to the College's students in accordance with the provision of this Memorandum.

Term of Pilot Program

The pilot program described herein will commence no earlier than the beginning of the College's Fall 2013 semester. Once the pilot program is initiated, Foothill Transit and the College agree that it will remain in place from Fall 2013 through the end of the Fall 2014 semester. This MOU and pilot program may be terminated upon mutual agreement by both parties.

Funding

Foothill Transit agrees that it will be solely responsible for the funding of the pilot program in that the College and the College's students participating in the pilot will not be charged any fees for transportation services provided by Foothill Transit to the College's students during the term of the pilot program.

Mutual Commitments

Foothill Transit and the College agree to work cooperatively during the term of the pilot program to develop a comprehensive student transportation pass program that would establish the roles and responsibilities of Foothill Transit and the College that would allow College students enrolled in credit courses for the specific term(s) to utilize Foothill Transit's Local and Silver Streak services by using a student pass developed by Foothill Transit in cooperation with the College. Foothill Transit agrees to fund the marketing efforts and will work cooperatively with the College to market the pilot program. Foothill Transit and the College also agree that they will enter into a memorandum of understanding setting forth their understandings and obligations relative to any College student public transportation program that is established during or after the completion of the pilot program.

Foothill Transit Commitments

Foothill Transit agrees that it will recognize Foothill Transit passes issued by the College to College students enrolled in credit courses, allowing them to use Foothill Transit Local and Silver Streak bus services twenty four hour a day, seven days a week during the established term of the pilot, without the payment of any additional fare by the student or the College. Foothill Transit will collect ridership data concerning student usage during the pilot program and will provide the data to the College to assist the College in determining whether to continue the program beyond the pilot program as well as provide data and details regarding all potential cost of the program to the College and student riders. Foothill Transit will provide detailed ridership and cost information, including the use of technology for a TAP card, smartcard sticker, other relevant technology, including the utilization of the current College identification card, for purposes of accessing transportation services upon completion of the pilot. This information will be provided by Foothill Transit to the College no later than July, 2014, prior to the referendum to be posed to the student body during the Fall 2014 semester.

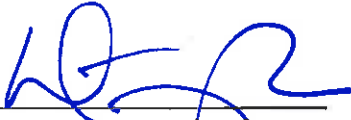
College Commitments

Upon receipt of all data and details regarding potential ridership, the operation of the program and likely costs to students and the College, the College agrees that it will conduct a referendum of students concerning an increase in student fees to fund any public transportation program for College students beyond the pilot program. The College further agrees to conduct the referendum no later than the end of the third semester of the pilot program

Hold Harmless

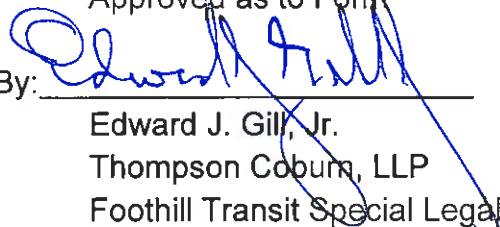
Foothill Transit agrees to indemnify and hold harmless the College, its trustees, administrators, managers, officers, agents and/or employees from and against any and all actions, claims damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any and all judgments rendered against the College, its trustees, administrators, managers, officers, agents and/or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with this MOU, including but not limited to, any act, error or omission by Foothill Transit and/or its Members, officials, officers, volunteers, agents, and independent contractors who serve as Foothill Transit officers, officials, or staff in the performance of services rendered to College and its students.

FOOTHILL TRANSIT
100 S. VINCENT AVE.
SUITE 200
WEST COVINA, CA 91790

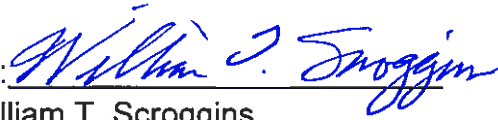
By: 
Doran J. Barnes
Executive Director

Date: 6/4/13

Approved as to Form


By: 
Edward J. Gill, Jr.
Thompson Coburn, LLP
Foothill Transit Special Legal Counsel

MT. SAN ANTONIO COLLEGE
1100 NORTH GRAND AVE.
WALNUT, CA 91789

By: 
William T. Scroggins
President/CEO, Mt. San Antonio
College

Date: _____

Approved as to Form

By: 
Mary Dowell *Randall Parent*
Liebert, Cassidy, Whitmore
General Counsel, Mt. San
Antonio College