

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is made and entered into as of the date executed by Foothill Transit, by and 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 the **MOUNT SAN ANTONIO COMMUNITY COLLEGE DISTRICT** (the "College"). Foothill Transit and the College are sometimes referred to collectively as the "Parties" herein.

### **Purpose**

The key purpose of the MT. SAC CLASS PASS Program (the "Program") is to increase bus ridership by credit students at the College. A "Mt. SAC Credit Student" is defined as any student taking at least one (1) credit per semester at the College.

### **Program**

All Mt. SAC Credit Students paying the mandatory student transportation fee (the "Fee") will be issued a Transit Access Pass (TAP) card that will be loaded with the "Class Pass" product. The TAP card will serve as the "Class Pass" and will give Mt. SAC Credit Students free access to Foothill Transit Local and Silver Streak lines, except buses operating on Foothill Transit Commuter Express routes into downtown Los Angeles and downtown Pasadena (Lines 481, 493, 495, 497, 498, 499, 690, and 699).

### **Term**

The term of this MOU ("MOU Term") shall be for three (3) consecutive school years, beginning with the College's 2019-2020 school year, commencing at 12:00 a.m., August 21, 2019 through 11:59 p.m., August 20, 2020, and continuing with the College's 2020-2021 school year and the College's 2021-2022 school year (each, a "School Year"). The term of this MOU shall be 12:00 a.m., September 1, 2018 through 11:59 p.m., August 31, 2019 (the "MOU Term").

### **Rates**

The College agrees to pay Foothill Transit half of the Foothill Transit Governing Board adopted cash fare rate, which is eighty-seven and half cents (\$.875) at the time of execution of this amendment, per ride taken by every Mt. SAC Credit Student during the MOU Term. The amount the College pays to Foothill Transit shall not exceed the total Fee amount due to the College (the "NTE Amount"). The NTE Amount shall equal Eight Dollars (\$8.00) for every part-time student at the College and Nine Dollars (\$9.00) for every full-time student at the College. For purposes of calculating the NTE Amount, the number of part-time and full-time students at the College will be determined on a per-semester basis, and the NTE Amount will be calculated using the sum of the part- and/or full-time student enrollment for the Fall and Spring semesters. Upon request by Foothill Transit,

the College shall provide to Foothill Transit all information used by the College to calculate the NTE Amount.

Foothill Transit will bill the College on a monthly basis for the previous month's ridership. The invoice will include the monthly boarding total on which the invoice amount is calculated.

In the event that Foothill Transit's Governing Board adopts a cash fare rate per ride greater than One Dollar Seventy-Five cents (\$1.75), then the District may, at its sole option upon written notice to Foothill Transit, either: (i) terminate this MOU, upon thirty (30) days' advance written notice, or (ii) continue the MOU at the increased rate.

The Parties also agree that prior to executing any amendment to this MOU, the Parties will discuss possible adjustments to the above NTE Amount.

The TAP card with "Class Pass" product will only be distributed to Credit Students. A Credit Student who pays the Fee for purposes of the Fall semester shall remain eligible to use the TAP card with "Class Pass" product through the Winter intersession, up and until the first day of the Spring semester. A student who is a Mt. SAC Credit Student for purposes of the Spring semester shall remain eligible to use the TAP card with "Class Pass" product through the Summer intersession, up and until the earlier of the first day of the following Fall semester or the end of the MOU Term.

### **Joint Responsibilities**

The College will work with Foothill Transit to market the Program.

### **Foothill Transit Commitments**

During the MOU Term, Foothill Transit agrees to honor **as full fare** a TAP card with "Class Pass" product that is presented **with a valid College student identification card** at the time the Mt. SAC Credit Student prepares to board a Foothill Transit bus operating a line subject to the Program.

Foothill Transit will collect ridership data concerning Credit Student usage during the MOU Term, and will provide the data to the College. Foothill Transit will provide detailed ridership and cost information.

Foothill Transit will continue to be responsive to student needs and capacity needs on buses serving the College campus.

### **Hold Harmless**

The College agrees to indemnify and hold harmless Foothill Transit, its Members, officials, officers, volunteers, agents, and staff 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 judgments rendered against Foothill Transit, its Members, officials, officers, volunteers, agents, and staff that may be asserted or claimed by any person, firm, or entity arising out of or in connection with College's performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of the College, its agents, officials, officers, or employees.

Foothill Transit agrees to indemnify and hold harmless the College, its agents, officials, officers, and 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 judgments rendered against the College and/or its agents, officials, officers, or employees that may be asserted or claimed by any person, firm, or entity arising out of or in connection with Foothill Transit's performance or the performance of its Members, officials, officers, volunteers, agents, and staff, including any acts, errors, or omissions of Foothill Transit, its Members, officials, officers, volunteers, agents, or staff.

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

By: \_\_\_\_\_  
William T. Scroggins  
President & CEO

By: \_\_\_\_\_  
Doran J. Barnes  
Executive Director

Date: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_  
Name:  
Thompson Coburn LLP  
Foothill Transit Special Counsel