

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 "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** will be issued a Transit Access Pass (TAP) card loaded with the "Class Pass" product. The TAP card will serve as the new "Class Pass" and will give 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 shall be 12:00 a.m., August 10, 2015 through 11:59 p.m., August 31, 2016.

Rates

The College agrees to pay Foothill Transit sixty cents (\$0.60) per ride taken by every Credit Student **during the term period of August 10, 2015 through August 31, 2016**. The annual amount the College pays to Foothill Transit shall not exceed the amount collected from the College student body ("Not-to-Exceed Amount"), which Not-to-Exceed 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 **calculated for full terms only (Fall and Spring; not intersessions)** during the term of this MOU. Upon request by Foothill Transit, the College shall provide to Foothill Transit all information used by the College to calculate the Not-to-Exceed Amount.

Foothill Transit will bill the College on a monthly basis beginning September 2015 for the previous month's ridership. The invoice will include the monthly boarding total on which the invoice amount is calculated.

The Parties also agree that prior to executing any amendment to this MOU, the

Parties will discuss possible adjustments to the above Not-to-Exceed Amount.

The TAP card with "Class Pass" product will only be distributed to Credit Students and will be valid for students paying the Mt. SAC transportation fee for Fall and/or Spring semesters. A student who pays the college transportation fee for the Fall semester will remain eligible for the TAP card through the Winter intersession, up and until the first day of the Spring semester. A student who pays the college transportation fee for the Spring semester will remain eligible for the TAP card through the summer intersession, up and until the first day of the Fall semester. When a TAP card is presented with a valid College student identification card at the time the student prepares to board a bus, Foothill Transit agrees to honor the TAP card as full fare.

Joint Responsibilities

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

The College and Foothill Transit will work together to explore the creation of a transit center on the College campus.

Foothill Transit Commitments

Foothill Transit agrees that it will recognize Foothill Transit passes issued by the College to Credit Students, allowing them to use Foothill Transit Local and Silver Streak bus services twenty-four (24) hours a day, seven (7) days a week during the term of the MOU, without the payment of any additional fare by the Credit Student or the College.

Foothill Transit will collect ridership data concerning Credit Student usage during the term of this MOU, and will provide the data to the College. Foothill Transit will provide detailed ridership and cost information, including the use of technology for a TAP card, smartcard sticker, other relevant technology, and the utilization of the current College student identification card, for purposes of accessing transportation services.

Foothill Transit will continue to be responsive to student needs and capacity needs on buses serving the College campus. Additional service will be considered and analyzed upon completion of Foothill Transit's Comprehensive Operational Analysis.

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.

MOUNT SAN ANTONIO
COMMUNITY COLLEGE DISTRICT
1100 N. GRAND AVE.
WALNUT, CA 91789

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

By: _____
Bill Scroggins
President & CEO

By: _____
Doran J. Barnes
Executive Director

Date: _____

Approved as to Form:

By: _____
Kathleen E. Kraft
Thompson Coburn LLP
Foothill Transit Special Counsel