

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is 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** ("District"). Foothill Transit and the District are sometimes referred to collectively as the "Parties" herein.

Purpose

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

Program

All credit students 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., February 9, 2015 through 11:59 p.m., August 31, 2016.

Rates

The District agrees to pay Foothill Transit sixty cents (\$0.60) per ride taken by any credit student. The maximum fees for the student transit passes set forth in this section will be based upon the current ridership utilizing Foothill Transit's service. Foothill Transit agrees that the total fees for each year of the term of the MOU shall not exceed Four Hundred Thirty Thousand Dollars (\$430,000.00). The Parties agree that Foothill Transit will submit bills to the District every six months with ridership data and fees associated for the periods from:

- February 9, 2015 through July 31, 2015
- August 1, 2015 through January 31, 2016
- February 1, 2016 through August 31 2016

Payment shall be made by the District to Foothill Transit in full after the end of each semester and after the final ridership numbers are tallied.

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

The TAP card with "Class Pass" product will only be distributed to credit students.

When a TAP card is presented with a valid Mt. SAC Student ID at the time the student prepares to board a bus, Foothill Transit agrees to honor the TAP card as full fare.

The District will issue passes for each semester covering the dates of each semester set forth above. At the end of each semester, the District and Foothill Transit will examine the data available and determine actual Program ridership.

Joint Responsibilities

The District will work with Foothill Transit to market the program.

The District and Foothill Transit will work together to explore the creation of a transit center on 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 24 hours a day, seven days a week during the term of the MOU, without the payment of any additional fare by the student or the College.

Foothill Transit will collect ridership data concerning 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, including the utilization of the current College 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 campus. Additional service will be considered and analyzed upon completion of Foothill Transit's Comprehensive Operational Analysis.

Hold Harmless

The District 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 District's performance or the performance of its agents, officials, officers, or employees, including any acts, errors, or omissions of the District, its agents, officials, officers, or employees.

Foothill Transit agrees to indemnify and hold harmless the District, 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 District 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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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:

Date:

Approved as to Form:

By: _____
Edward Gill
Thompson Coburn, LLP
Foothill Transit Special Counsel

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