

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Public Works

BOARD AGENDA #: *C-2

AGENDA DATE: May 23, 2017

SUBJECT:

Approval of an Agreement between Modesto Junior College, City of Modesto Transit Division (MAX) and Stanislaus County Public Works Transit Division to Coordinate a Bus Pass Program for the Fixed Route Bus System for Modesto Junior College Students

BOARD ACTION AS FOLLOWS:

No. 2017-278

On motion of Supervisor Withrow, **Seconded by Supervisor** Monteith
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended


2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Public Works BOARD AGENDA #: *C-2
Urgent Routine AGENDA DATE: May 23, 2017

H. Johnson

CEO CONCURRENCE: 4/5 Vote Required: Yes No

SUBJECT:

Approval of an Agreement between Modesto Junior College, City of Modesto Transit Division (MAX) and Stanislaus County Public Works Transit Division to Coordinate a Bus Pass Program for the Fixed Route Bus System for Modesto Junior College Students

STAFF RECOMMENDATIONS:

1. Approval of an agreement between Modesto Junior College, City of Modesto Transit Division (MAX) and Stanislaus County Public Works Transit Division to coordinate a bus pass program for the fixed route bus system for Modesto Junior College students.
2. Authorize the Public Works Department Head to sign the agreement on behalf of the County.

DISCUSSION:

The Stanislaus County Public Works Transit Division (Transit) oversees transit operations in the County. Transit strives to encourage ridership, improve farebox recovery and provide a quality public transportation experience. One method to promote ridership among college students is providing an easy and convenient way to ride the bus. The Stanislaus County Public Works Transit Division has partnered with Modesto Junior College (MJC) to make it easy and convenient to ride Stanislaus Regional Transit (StaRT) with this proposed agreement.

This agreement would allow all MJC students access to ride StaRT and Modesto Area Express (MAX) fixed route services by showing a MJC ID and a verifiable, applicable semester sticker issued by Modesto Junior College. Transit Division staff have worked with MJC staff and MAX to develop a joint agreement. The MJC Bus Pass would not be eligible for any StaRT Dial-A-Ride, Shuttle, Commuter, ADA Complementary Paratransit or Medivan service.

Most cities and counties with a college or university experience a large percentage of bus ridership from students. In addition, students are more likely to utilize the bus due to their economic status, growing reluctance to own or drive a personal vehicle, and their focus on a sustainable environment. In many places, transit agencies and colleges have worked together to develop an easy way for students to access the bus system by allowing access to the bus with a student identification card. A student pass program is popular and is a known best practice in the country.

Approval of an Agreement between Modesto Junior College, City of Modesto Transit Division (MAX) and Stanislaus County Public Works Transit Division to Coordinate a Bus Pass Program for the Fixed Route Bus System for Modesto Junior College Students

The agreement provides a payment of \$60,000 per year to the County for this service. The payment amount is fixed for the first two years, during which time staff will track and compile the count of students who utilize the MJC Bus Pass program. Ridership counts from the first year will determine whether the contract's third year payment should be increased or decreased. It is anticipated the number of students utilizing the bus will increase, which will improve ridership, improve enrollment at MJC and improve the parking situation around the MJC campuses. The agreement provides a payment of \$100,000 to the City of Modesto (MAX) due to their higher amount of ridership within their service area of Modesto. The agreement was approved by the Modesto City Council on April 11, 2017.

The agreement does not have a specific termination date but can be terminated by any party with sixty days' notice. If either the County or City terminates, the non-terminating party may continue the agreement with MJC.

POLICY ISSUE:

Board of Supervisors' approval is required to sign agreements with other governmental agencies.

FISCAL IMPACT:

The total revenue for the first two years of the agreement will be \$60,000/year to be paid to the County's Transit Division. Revenue from the MJC bus pass program will be included in StaRT fixed route operating budget in Budget Year 2017-2018.

Cost of recommended action:	\$	60,000
Source(s) of Funding:		
Modesto Junior College agreement	\$	60,000
Funding Total:		<u>60,000</u>
Net Cost to County General Fund	\$	<u>-</u>

Fiscal Year:	2017-2018
Budget Adjustment/Appropriations needed:	No

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board of Supervisors' priorities of A Well Planned Infrastructure System and Efficient Delivery of Public Services by ensuring the County's public transit system utilize public funds for equipment needed to sustain transit services.

STAFFING IMPACT:

Existing Public Works staff will implement and maintain the MJC Bus Pass Agreement.

Approval of an Agreement between Modesto Junior College, City of Modesto Transit Division (MAX) and Stanislaus County Public Works Transit Division to Coordinate a Bus Pass Program for the Fixed Route Bus System for Modesto Junior College Students

CONTACT PERSON:

Matt Machado, Public Works Director
Kathy Johnson, Assistant Director

Telephone: (209) 525-4153
Telephone: (209) 525-4100

ATTACHMENT(S):

1. MJC Pass Agreement

ATTACHMENT 1
MJC PASS AGREEMENT

AGREEMENT
FOR MODESTO JUNIOR COLLEGE BUS PASS PROGRAM

This Agreement (“Agreement”), dated March 21, 2017 (“Effective Date”), is an Agreement by and between the County of Stanislaus, a political subdivision of the State of California organized and existing under the laws of the State of California (herein called “County”), the City of Modesto, a charter city and municipal corporation duly organized and existing under and by virtue of the laws of the State of California (herein called “City”) and Modesto Junior College Foundation, a corporation (herein called “MJC”). The County, the City and MJC shall hereinafter be collectively referred to as the “Parties” and individually as either “County,” “City,” “MJC” or “Party.”

RECITALS

WHEREAS, the City operates MAX public transit services which include routes servicing the MJC campuses; and

WHEREAS, the County operates StaRT transit services which include routes servicing the MJC campuses; and

WHEREAS, MJC operates the local community college and 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 MAX and StaRT 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 MJC Student Pass program (hereafter “Program”), wherein the students would show their student identification (“ID”) card to access any MAX or StaRT route, and in exchange MJC would provide the City and County a flat rate for the year; and

WHEREAS, MJC, County and City 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 July 1, 2017 (whichever is later) and shall continue until terminated pursuant to paragraph 8. The Parties agree to meet after June 30, 2018 to evaluate the actual ridership and negotiate terms and payments for continued operation of this Agreement.

4. OBLIGATIONS OF EACH PARTY

4.1 The City shall do the following:

4.1.1 MAX transit bus operator shall provide transit services to any MJC student that presents an official student ID card with the appropriate semester sticker upon entering a MAX bus;

4.1.2 All routes will be available for the MJC Student Pass Program, excluding the commuter buses going to the BART and ACE stations and Modesto Area Dial-A-Ride service.

4.1.3 MAX transit bus operators shall track the total number of MJC students that utilize MAX buses and present student ID cards for the purposes of obtaining a discount. City shall provide ridership information to MJC on a monthly basis.

4.1.4 The City shall allow MJC to place one (1) laminated advertisement on each bus (11" x 17") on the bus interior advertising space to promote the MJC Pass Program at no cost.

The City shall pre-approve all advertising content.

4.1.5 The City 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. City shall endeavor to collaborate with MJC on potential changes to fixed-route service that could represent a fundamental change to expectations held by MJC regarding access to and availability of these services. City shall notify MJC in writing ninety (90) calendar days prior to any changes in fixed route transit services.

4.1.6 City shall retain the right to manage access to transit services, including the removal, suspension or ban of any MJC member that violates regulations and policies established for all public transit users.

4.2 MJC shall do the following:

4.2.1 MJC shall pay to the City a flat amount of \$100,000 per year to for the MJC Student Pass Program provided by the City on the following schedule;

4.2.1.1 \$50,000 payment due by August 15, 2017

4.2.1.2 \$50,000 payment due by February 15, 2018

4.2.1.3 \$50,000 payment due by August 15, 2018

4.2.1.4 \$50,000 payment due by February 15, 2019

4.2.1.5 Any payments due and owing after February 15, 2019 shall be paid bi-annually on the 15th day in February and August of each year.

4.2.2 MJC shall pay to the County a flat amount of \$60,000 per year to for the MJC Student Pass Program provided by the County on the following schedule;

4.2.2.1 \$30,000 payment due by August 15, 2017

4.2.2.2 \$30,000 payment due by February 15, 2018

4.2.2.3 \$30,000 payment due by August 15, 2018

4.2.2.4 \$30,000 payment due by February 15, 2019

4.2.2.5 Any payments due and owing after February 15, 2019 shall be

paid bi-annually on the 15th day in February and August of each year.

4.2.3 MJC shall provide information to its student population relating to the MJC Student Pass Program available to students who utilize MAX and StaRT transit systems.

4.2.4 MJC shall provide a depiction of the current MJC student ID and applicable semester sticker to City and County. During the course of this Agreement, MJC shall promptly inform the parties of any changes in the format or content of the MJC Student ID.

4.2.5 MJC shall provide advertisements to be placed in the buses to promote the MJC Student Pass Program.

4.3 The County shall do the following:

4.3.1 StaRT transit bus operator shall provide transit services to any MJC student that presents an official student ID card with the appropriate semester sticker upon entering a StaRT bus;

4.3.2 All routes will be available for the MJC Student Pass Program, excluding the commuter buses going to the BART station, the commuter bus going to Merced, the Medivan service, any demand response shuttle and StaRT paratransit/Dial-A-Ride service.

4.3.3 StaRT transit bus operators shall track the total number of MJC students that utilize StaRT buses and present student identification cards for the purposes of obtaining a discount. City shall provide that information to MJC on a monthly basis.

4.3.4 The County shall allow MJC to place one (1) laminated advertisement on each bus, (11" x 17" or 8.5" x 11") on the bus interior advertising space to promote the MJC Student Pass Program at no cost. The County shall pre-approve all advertising content.

4.3.5 The County 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. County shall endeavor to collaborate with MJC on potential changes to fixed-route service that could represent a fundamental change to expectations held by MJC regarding access to and availability of these services. County shall notify MJC in writing ninety

(90) calendar days prior to any changes in fixed route transit services.

4.3.6 County shall retain the right to manage access to transit services, including the removal, suspension or ban of any MJC member that violates regulations and policies established for all public transit users.

4.3.7 After the end of the first year of the agreement, June 30, 2018, the parties shall evaluate the actual ridership and negotiate terms and payments for continued operation of the MJC Student Pass Program after July 1, 2019.

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 unless and until the Council and the Board shall approve of that assignment in writing.

8. TERMINATION

Each Party may terminate this Agreement, without cause, by providing all Parties with sixty days written notice to all parties. If termination occurs before MJC has paid the flat amount,

MJC shall pay to the City and County the pro-rated amount of the flat rate. If either the City or County terminates this Agreement, the non-terminating Party may continue the Program, together with MJC, pursuant to this Agreement.

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 Participants 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 County and the City and approved by the governing body of each of the Parties and MJC.

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

The County shall hold the City and MJC, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or

omission of the County, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

The City shall hold the County and MJC, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of the City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

MJC shall hold the County and City, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of MJC, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

The obligation to defend, hold harmless and indemnify, under the provisions of this section is not limited to or restricted by any requirement in this Agreement to procure and maintain insurance.

The obligation to defend, hold harmless and indemnify shall survive termination of this Agreement.

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 Stanislaus 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:

County: Stanislaus County Transit Division

Attn: Transit Manager

1010 10th Street, 4th Floor

Modesto, CA 95354

Modesto: City of Modesto

Transit Manager

PO Box 642

Modesto, CA 95353

MJC:


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 City of Modesto, a municipal corporation, Modesto Junior College Foundation and the County of Stanislaus has authorized the execution of this Agreement in duplicate by its City Manager and its Chief Executive Officer, attestation by City and County Clerks under authority of Resolution No. 2017- 136 and _____, adopted by the Council of the City of Modesto on the 11th day of April, 2017, and adopted by the County Board of Supervisors _____ has caused this agreement to be duly executed in duplicate as of the Effective Date.

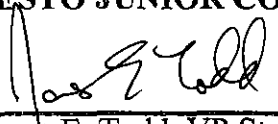
COUNTY OF STANISLAUS

CITY OF MODESTO

By: 
Matt Machado
Public Works Director

By: 
Joe Lopez
Interim City Manager

MODESTO JUNIOR COLLEGE

By: 
James E. Todd, VP Student Services

By: 
Teresa M. Scott, Vice Chancellor, Yosemite Community College District

Teresa M. Scott
Executive Vice Chancellor

CITY CLERK

By: 
Stephanie Lopez

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
Amanda DeHart, Deputy County Counsel

By: 
for: Adam U. Lindgren, City Attorney

ATTACHMENT 1

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:

Modesto Junior College

Vice President of Student Services

435 College Avenue

Modesto, CA 95350