

## **Board of Trustees Agenda Item**

**Board Meeting Date:** July 11, 2011

**Title of Item:** Contract with Valley Transport Authority for a De Anza College Eco-Pass Program

### **Background and Analysis:**

The purpose of a Valley Transport Authority (VTA) Eco-Pass agreement is to provide annual transit passes to all eligible students of De Anza College.

At the De Anza Student Body election on May 15, 2011, a majority of students agreed that the Foothill De Anza Community College District Board of Trustees should take action to charge a mandatory quarterly fee of up to five dollars to all full-time De Anza College students and a mandatory quarterly prorated fee to all De Anza College part-time students to make VTA Eco-Passes available to all students.

At the June 20, 2011 the Board of Trustees passed a resolution implementing the mandatory transportation fee effective Fall quarter 2011 at De Anza College.

The college requests approval of the VTA Eco Pass contract to provide annual transit passes to De Anza College students for an estimated \$234,000 for the academic year 2011-12.

### **Recommendation:**

De Anza President Brian Murphy recommends approval

Submitted by:	Brian Murphy, President, ext 8705
Additional contact names:	Letha Jeanpierre, Vice President Finance & Educational Resources ext. 8976
Is backup provided?	Yes



SANTA CLARA  
Valley Transportation Authority

eco pass

AGREEMENT

Contract No. \_\_\_\_\_  
NEW ☒ RENEWAL ☐

Foothill - De Anza Community College District

NAME

Kevin McElroy, Vice Chancellor, Business Services 650-949-6202 650-941-1638

NAME

TITLE

PHONE

FAX

12345 El Monte Road, Los Altos Hills, CA 94022

STREET

CITY

STATE

ZIP

LOCATION(S)	NUMBER OF STUDENTS/EMPLOYEES	QUARTERLY RATE PER STUDENT/EMPLOYEE	QUARTERLY AMOUNT
De Anza College Fall 2011 beginning 9/26/2011	26,000	\$2.25	\$58,500
De Anza College Winter 2012 beginning 01/09/2012	26,000	\$2.25	\$58,500
De Anza College Spring 2012 beginning 04/09/2012	26,000	\$2.25	\$58,500
De Anza College Summer 2012 beginning 07/02/2012	26,000	\$2.25	\$58,500
Total*			\$234,000

\*Estimated De Anza College student/employee total. Quarterly invoices will reflect De Anza College actual student headcount provided by De Anza College Institutional Research.

**TERMS:**

Foothill - De Anza Community College District agrees to pay VTA the total sum due for each quarter by the following:

Thirty days after official census figures are received from De Anza Institutional Research or any department responsible for publishing its official census figures. All students receiving an Eco Pass are required to take a survey prior to receiving an Eco Pass sticker.

- The term of this Agreement covers 1 academic year beginning September 26, 2011 through September 25, 2012
- VTA may identify De Anza College as a member of the Eco Pass program in promotional materials:  
☒ YES ☐ NO
- Actual Total amount due each quarter will be based on the number of students/employees and rate per student/employee as of the census date for determining student population.

Foothill - De Anza Community College District agrees to the terms and conditions set forth on the reverse side.

Santa Clara Valley Transportation Authority

Foothill De Anza College District

By: \_\_\_\_\_

SIGNATURE

DATE

Greta Helm

PRINT NAME

Chief External Affairs

TITLE

By: \_\_\_\_\_

SIGNATURE

DATE

Kevin McElroy

PRINT NAME

Vice Chancellor, Business Services

TITLE

**MAIL THIS AGREEMENT TO:**

Eco Pass program, 3331 N. First St., Bldg. B, San Jose, CA 95134-1927. • For more information, call (408) 321-5527

## TERMS AND CONDITIONS

This Agreement is made between the Santa Clara Valley Transportation Authority (VTA) and Foothill De Anza Community College District (FHDA)

The purpose of this Agreement is to provide annual transit passes in the form of a VTA-issued photo ID card and/or sticker (hereafter referred to as "Eco Pass"), which will be distributed by the Employer to all of the Employer's eligible employees, valid on VTA services specified below, for the term of this Agreement, subject to the following terms and conditions.

### 1 VTA PROGRAM

VTA shall provide Eco Passes at the rate of \$9.00 per student per school year. Foothill De Anza Community College District agrees to purchase Eco Passes for regularly enrolled full-time and part-time students at De Anza College, pursuant to the terms of its Board resolution implementing the Education Code section 76361(b)(2) Eco Pass student referendum at De Anza College. Eco Passes may not be provided or resold to non-students. Foothill De Anza Community College District may not resell Eco Passes to students at a rate higher than the individual rate stated herein. VTA reserves the right to audit the number of eligible students. To provide VTA with data to ascertain the appropriate service levels for De Anza College, the student must complete an Eco Pass survey prior to receiving an Eco Pass.

### 2 PAYMENT

Payment for all passes shall be remitted within 30 days after the beginning of each quarter included in this contract, or within ten days after the College generates its census data of total student enrollment for that quarter, whichever date comes later. If payment is not remitted within 90 days, the past due amount will be sent to collection. Organizations with outstanding balances are not eligible to participate in the Eco Pass Program until past balances are settled.

### 3 ELIGIBLE SERVICE

The Eco Pass shall be valid full fare for all VTA Bus (including VTA Express Bus) and Light Rail services, excluding Highway 17 Express, Dumbarton Express, Caltrain, ACE and/or other services unless otherwise indicated. No credit will be provided for any type of paratransit trip, including premium services or service charge.

### 4 ECO PASS IDENTIFICATION

The Eco Pass sticker will be affixed to a student's official De Anza College Student Card to be entitled to ride VTA services. Foothill De Anza Community College District shall maintain a record of students who hold Eco Passes. Foothill De Anza Community College District shall be responsible for collecting and returning to VTA the Eco Pass when an Eco Pass holder leaves De Anza College in order to receive credit for a pass. Upon VTA's receipt of returned Eco Passes and a written request, VTA will issue one new Eco Pass for each Eco Pass that has been returned. Sticker must be returned to VTA within 30 days of departure.

### 5 LOST OR STOLEN ECO PASSES

Foothill De Anza Community College District will administer the replacement of lost or stolen Eco Passes and will ensure that Eco Pass holders are charged a \$25 first time processing fee for replacement. If a police report is provided describing the Eco Pass as stolen, Foothill De Anza Community College District will replace the pass for a \$5 first-time processing fee. If the same student loses the pass or has it stolen a second time, the fee will be \$50 regardless of whether a police report is provided. An Eco Pass will not be issued a third time. If a replacement pass is issued and the original is found, Foothill De Anza Community College District will not provide a refund. All funds collected will be deposited in the De Anza College Eco Pass Program account.

### 6 TERMINATION

Either party may terminate this Agreement by giving the other party written notice at least 60 days prior to the termination date. If either party terminates the Agreement pursuant to this provision, VTA shall return Foothill De Anza Community College District's payment on a prorated basis within 30 days of the termination date. All Eco Passes issued to De Anza College must be returned to VTA within five working days of the termination date.

### 7 MISUSE OF TRANSIT ACCESS PROGRAM PASSES

Foothill De Anza Community College District: VTA agrees not to pursue any claims or demands against Foothill De Anza Community College District for a student's misuse of the Eco Pass, or for any counterfeiting or alleged counterfeiting of the Eco Pass unless the counterfeiting or alleged counterfeiting event is the result of Foothill De Anza Community College District's gross negligence or willful misconduct. The Eco Pass and other VTA fare media are nontransferable and therefore, cannot be sold, transferred or duplicated. The transfer of the Eco Pass constitutes fare evasion, a violation of California Penal Code 640. Foothill De Anza Community College District shall notify students at the time of issuance that Eco Passes are nontransferable to family or friends. In the case of repeated instances of employee misuse of Eco Passes, Foothill De Anza Community College District bears the risk of being dropped from the program without refund.

Student: VTA may confiscate the Eco Pass and pursue claims or demands against, or seek prosecution of, anyone who duplicates, alters, or commits unauthorized use of the Eco Pass with the intent to defraud. The student may be liable for passes issued to ineligible persons or attempting to resell passes. The amount of liability may be equal to the cost of an Adult Express Annual Pass. All Eco Pass holders shall be subject to VTA's fare inspection regulations.

VTA may cancel any Eco Pass if there exists reasons to believe that the Eco Pass was issued based on false information provided by Foothill De Anza Community College District or the Eco Pass has been given to a non-eligible person. VTA will notify Foothill De Anza Community College District if it has concerns and, after appropriate investigation, revoke those passes at issue. Foothill De Anza Community College District's sole remedy in that event shall be a refund for all revoked passes, prorated for any period of available use.

### 8 HOLD HARMLESS CLAUSE

VTA ("indemnitor") shall hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, Foothill De Anza Community College District and the officers, employees, volunteers, and agents of each of them (all of which are hereinafter referred to as Indemnities) from and against each liability, loss, damage, expense, cost of every nature, and causes of actions arising out of or in connection with any negligence of VTA, its officers, employees, volunteers and agents in connection with this Agreement.

Foothill De Anza Community College District ("indemnitor") shall indemnify, defend, and hold harmless VTA, its Directors, employees, volunteers and agents of each of them (collectively "indemnities") from and against each liability, loss, damage, expense, cost of every nature and/or causes of action arising out of, in connection with or related to any negligence of Foothill De Anza Community College District, its officers, employees and agents in connection with this Agreement.

### 9 ENTIRE AGREEMENT

This contract contains the entire agreement between the parties hereto for the term stated and cannot be changed or altered except by written Agreement signed by all parties hereto. Neither party shall be bound by any oral agreement or other understandings contrary to or in addition to the terms and conditions as stated herein.