

STAFF REPORT

SUBJECT: Las Positas College Memorandum of Understanding

FROM: Tony McCaulay, Planning and Marketing Director

DATE: January 27, 2020

---

**Action Requested**

Staff requests that the Projects & Services Committee recommend the Board of Directors authorize the Executive Director to execute a second two-year Memorandum of Understanding (MOU) between LAVTA and Chabot-Las Positas Community College District, Las Positas College, for the Las Positas College Student Transit Pass Program.

**Background**

In November 2017, the students of Las Positas College approved the Student Mobility Initiative to provide an ongoing funding source for the Las Positas Student Transit Pass Program. In 2018, the both the LAVTA Board and the Board of Trustees of the Chabot-Las Positas Community College District approved entering into a two year Memorandum of Understanding (MOU) to implement the program. That MOU expires at the end of the Spring 2020 semester and must be renewed for the program to continue.

**Discussion**

The Las Positas College Student Transit Pass program has been highly successful in attracting riders to Wheels and Rapid routes. Both parties have been pleased with the program and desire to enter into another two year MOU.

**Fiscal Impact**

Under the terms of the Student Mobility Initiative, full time students pay \$9.00 per semester and part time students pay \$8.00 per semester as part of their student fees. Under the terms of this MOU renewal, Summer students will also now pay the fee, which will generate additional revenue for the program. It is anticipated that the fee will generate approximately \$175,000 per year. Las Positas College will make payments to LAVTA three times each year, in accordance with the payment schedule and payment calculation contained in the MOU.

**Recommendation**

Staff requests that the Projects & Services Committee recommend the Board of Directors authorize the Executive Director to execute a Memorandum of Understanding with Las Positas College for the continuation of the Las Positas College Student Transit Pass Program.

**Attachments:**

1. Draft Memorandum of Understanding

## **MEMORANDUM OF UNDERSTANDING**

### **Livermore Amador Valley Transit Authority and Chabot-Las Positas Community College District, Las Positas College**

This Memorandum of Understanding (MOU) for the Las Positas College Student Mobility Initiative is entered between Livermore Amador Valley Transit Authority (LAVTA), a joint powers authority, and the Chabot-Las Positas Community College District, Las Positas College, herein "Las Positas College."

#### **RECITALS**

LAVTA provides public transit service within the cities of Dublin, Livermore, Pleasanton, and the immediately adjacent unincorporated areas of Alameda County within its jurisdiction, by offering local, intercity, and interregional express bus services, including service to Las Positas College with connections to the Bay Area Rapid Transit (BART) and Altamont Corridor Express (ACE) trains.

Las Positas College serves approximately 9,000 students providing educational opportunities and support for completing of students' transfer, associate degree, basic skills, career technical education, and retraining goals. Las Positas College recognizes the value of public transportation in meeting sustainability goals and facilitating travel to and from the college.

LAVTA and Las Positas College desire to enter into this MOU to coordinate the Las Positas College Student Mobility Initiative, which will allow all Las Positas College students the privilege of boarding the Wheels and Rapid fixed route system by presenting approved identification after paying the transportation fee each term upon enrollment. The goal of the MOU is to support Las Positas College's commitment to open access and sustainability as affirmed by the college's mission and values statement. Furthermore, an additional purpose of the MOU is to support LAVTA in providing public transportation to the Tri-Valley communities of Dublin, Livermore, and Pleasanton and the adjacent unincorporated areas of Alameda County.

NOW, THEREFORE, in consideration of the promises herein, the parties agree as follows:

## Las Positas College

1. Las Positas College will provide photo identification cards free of charge to all students upon submission of an admission application and issuance of a student identification number. Lost or stolen identification cards will be reissued free of charge.
2. Las Positas College will provide and affix term-specific stickers on the photo identification cards.
3. Las Positas College students enrolled in six or more units per term will pay a transportation fee of \$9.00 per term. Students enrolled in less than six units per term will pay an \$8.00 fee per term.
4. Las Positas College will assess the transportation fee each term.
5. Las Positas College anticipates collecting approximately \$174,000 in transportation fees annually. The dollar amount is subject to change based on total student enrollment and course registration.
6. Las Positas College will begin to make payments to LAVTA in September 2020 in accordance with the Payment Schedule and Payment Calculation described in Attachment A.
7. Las Positas College will make the following payments to LAVTA at the conclusion of each term on the following schedule (based on the amounts calculated pursuant to Attachment A and the provision of invoices as required therein): (1) no later than September 30 each year following the conclusion of the summer term; (2) no later than January 31 each year following the conclusion of the fall term; and (3) no later than June 30 each year following the conclusion of the spring term.
8. Las Positas College will include public transportation information in the college catalog, class schedule, college orientation, and in a prominent location on the college website.

9. Las Positas College agrees to post, affix, or hang information regarding the transportation fee on bulletin boards, display cabinets, and other pertinent locations on college property.
10. Las Positas College agrees to allow LAVTA to periodically set-up an informational table at the college to inform students of the advantages of paying the transportation fee and provide general information about public transportation.

## **LAVTA**

1. LAVTA will provide access to transportation on all regularly scheduled Wheels and Rapid fixed route buses to students with a valid Las Positas College photo identification card bearing the term-specific sticker.
2. LAVTA bus operators will honor the presentation of a valid Las Positas College photo identification card with term-specific sticker as valid fare payment aboard all Wheels and Rapid fixed routes.
3. LAVTA will afford students the opportunity to present enrollment verification in lieu of a photo identification card to bus operators during the first two weeks of each term while they learn of and obtain a photo identification card with the current sticker.
4. LAVTA agrees to electronically display “Las Positas College” on the marquee or electronic signage on the Wheels and Rapid fixed route buses will that travel via Las Positas College.
5. LAVTA agrees to provide access to Wheels and Rapid fixed route bus service during summer, fall, and spring terms with a valid photo identification card bearing a sticker from the current term.
6. LAVTA agrees to provide access to Wheels and Rapid fixed route bus service during winter recess with a valid photo identification card with a term-specific sticker from the immediate preceding fall term or immediate subsequent spring term.

7. LAVTA agrees to provide access to Wheels and Rapid fixed route bus service during college holidays including, but not limited to, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Recess, and Winter Recess.
8. LAVTA agrees to provide Wheels and Rapid fixed route bus service to and from Las Positas College to the Bay Area Rapid Transit (BART) and to the Livermore Transit Center connecting to the Altamont Corridor Express (ACE) trains.
9. In recognition of the in-kind value of Las Positas College's commitment to promoting student use of Wheels and Rapid bus services as demonstrated in this MOU, LAVTA agrees to also permit Las Positas College faculty and staff access to Wheels and Rapid fixed route bus service upon presentation of a valid college-issued employee photo identification card during the term of this MOU.
10. LAVTA agrees to provide Wheels and Rapid fixed route bus service to and from Las Positas College every fifteen minutes during peak hours on business days, subject to availability of funding.
11. LAVTA agrees to provide Las Positas College with quarterly ridership metrics and use the payment calculation outlined in Attachment A to determine payment. In the event ridership figures or fare revenues project a shortfall in the funding required for the College to meet the obligations outlined in Attachment A, by exceeding \$24,000 per summer term or \$75,000 per fall or spring terms, the parties agree to meet to discuss possible remedies.

THIS AGREEMENT is executed on the date and year as noted. This agreement shall be effective from May 23, 2020 through May 28, 2022. Should either party wish to revisit any of the Terms and Conditions of this MOU, notification should be provided no later than February 16, 2021.

**Chabot-Las Positas Community College District, Las Positas College**

\_\_\_\_\_  
Doug Roberts  
Acting Vice Chancellor, Business Services

\_\_\_\_\_  
Date

**Livermore Amador Valley Transit Authority**

\_\_\_\_\_  
Michael S. Tree  
Executive Director

\_\_\_\_\_  
Date

DRAFT

**Attachment A**  
**Las Positas College Student Pass Program**  
**Payment Schedule and Calculation**

**Payment Schedule**

Dollar amount not to exceed \$174,000 per school year, based on the following estimates:

**Summer 2020 – \$24,000 (estimated)**

- Invoice sent by – September 4, 2020
- Payment due by – September 30, 2020

**Fall 2020 – \$75,000 (estimated)**

- Invoice sent by – January 4, 2021
- Payment due by – January 31, 2021

**Spring 2021 – \$75,000 (estimated)**

- Invoice sent by – June 4, 2021
- Payment due by – June 30, 2021

**Summer 2021 – \$24,000 (estimated)**

- Invoice sent by – September 3, 2021
- Payment due by – September 30, 2021

**Fall 2021 – \$75,000 (estimated)**

- Invoice sent by – January 3, 2022
- Payment due by – January 31, 2022

**Spring 2022 – \$75,000 (estimated)**

- Invoice sent by – June 3, 2022
- Payment due by – June 30, 2022

**Payment Calculation**

Invoices will be based on actual adjusted ridership counts for each period and a discounted fare per ride, as defined and calculated below.



Adjusted ridership counts – The total ridership counts will be reduced by 20 percent to account for transfers to other Wheels and Rapid bus services.

Discounted fare per ride – Because of the bulk purchase nature of this MOU, a per ride discount of 22.5 percent off the prevailing adult cash fare will be used.

**Example**

Total rides taken during period – 50,000  
Adjusted ridership count – 40,000 (50,000 x .80)  
Current prevailing adult cash fare - \$2.00  
Discounted fare per ride - \$1.55 (\$2.00 x .775)  
Invoice amount - \$62,000 (40,000 x \$1.55)