

MEMORANDUM OF UNDERSTANDING (MOU)
WITH THE SONOMA COUNTY JUNIOR COLLEGE DISTRICT (“SCJCD”)
AND SCJCD ASSOCIATED STUDENTS
CityBus Unlimited Rides Program for College Students

1. **Preamble.** The Memorandum of Understanding (“MOU”) is made as of this _____ day of _____, _____ (“Effective Date”) by and between the City of Santa Rosa, a municipal corporation (“City”), the Sonoma County Junior College District (“SCJCD”), and the SCJCD Associate Students (“AS”) (“MOU”). The City, the SCJCD, and the AS are sometimes referred to collectively as “Parties.” The SCJCD and AS are sometimes referred to individually as “Partner” and collectively as “Partners.”
2. **Purpose.** The CityBus Unlimited Rides Program (“Program”) provides Santa Rosa Junior College (“SRJC”) Students (“Program Participants”) with access to CityBus for an unlimited number of rides, to any and all destinations that CityBus serves, while increasing ridership on CityBus.
3. **Program Benefits.** The Program increases access to educational services for some of the county’s most economically disadvantaged students, reduces parking demand at the SRJC, increases students’ access to the campuses, helps to recruit and retain students, reduces the overall cost of attending SRJC, and utilizes the Mendocino Avenue 15-minute frequency provided by CityBus.
4. **Term.** The terms of this MOU, to be approved by all parties, will expire on June 30, 2028, with options to renew through 2033. The Parties can terminate this MOU for convenience with ninety (90) days written notice.
5. **Identification and Presentation.** City stipulates that acceptable forms of identification (“ID”) include student ID cards (with valid registration stickers), SRJC virtual IDs (proof of SRJC registration on a mobile phone), Clipper Bay Passes, and other forms of ID that City’s Director of Transportation and Public Works, or designee, may approve. Program Participants must present their ID to the bus operator upon boarding CityBus.
6. **Support and Promote.** Partners intend to support and promote the use of this Program.
7. **Tracking.** SRJC will convene all transit operators participating in the Program to ensure SRJC student ridership is being tracked consistently among operators. SRJC will also track, analyze, and share with City data on the number of registered students, number of students that received SRJC student ID, and other statistics that provide a better understanding of the impacts student ID disbursement has on this program.
8. **No Charge for Riders Who Are Otherwise Eligible.** CityBus currently operates other ridership programs that provide unlimited rides to youth up through 12th grade, paratransit eligible riders, and Veterans, and City may create additional such programs. Whether a specific program participant’s ride is charged to a particular program will be based on the form of ID the participant displays to the driver.
9. **Regular Meetings and Collaboration.** Partner will participate in quarterly or bi-annual meetings with City’s Transit Division Planner to discuss ridership tracking and Program Participant pass distribution, stay informed on transit developments, share other statistics that provide a better understanding of the impacts transit pass disbursement has on Program Participants, ensure that management of the Program is consistent, discuss management of student IDs as the identity of the Program Participants changes, and strategize on marketing of the Program.

10. **Analysis of Program.** Based on ridership and Program Participant feedback, City will analyze this program to determine its success.
11. **Compensation.** The Parties estimate that SCJCD students will take approximately 85,000 rides per year, the cost of which is approximately \$71,400 at \$0.84 per ride. The SCJCD agrees to pay City \$0.84 per ride for the first 85,000 rides per year. If SRJC student participants take more than 85,000 rides per year between July 1 and June 30, SCJCD will pay City \$0.84 per ride up to the amount of funds that are available in the Student Transportation Fee Fund. The same terms and conditions shall apply for each of the five years of this agreement unless the analysis of the Program indicates that 85,000 rides over that one-year span is no longer an accurate estimation, in which case the Parties shall revise these compensation terms accordingly.
12. **Billing and Payment.** City will follow a quarterly or bi-annual billing cycle that will include ridership statistics. Payment is due within three weeks of the date of each invoice.
13. **Signatures Required.** This Agreement shall have no force or effect whatsoever unless and until it has been executed by Partners and the City Manager or designee on behalf of the City of Santa Rosa. By its execution, Partners covenant and agree that they will faithfully perform and abide by each and every term, condition, and limitation of the MOU granted herein, each of which shall be a condition subsequent to continuance in effect of the MOU.
14. **Counterparts and Electronic Signature.** This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one agreement. Counterparts and/or signatures delivered by facsimile, PDF, or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Partners wish to permit this MOU and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Any Party to this MOU may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the MOU. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective MOU. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature.

Signatures:

Kate Jolley, Senior Vice President Date
Finance & Administrative Services, SCJCD

Jason Nutt, Assistant City Manager Date
City of Santa Rosa

Abrea Tillman, President Date
Fall 2022 SRJCD Student Body

APPROVED AS TO FORM:

Office of the City Attorney