



November 14, 2014

To: Fox Cities Transit Commission

From: Deborah Wetter
General Manager

Subject: Agreement for a Student Pass with Fox Valley Technical College - 2015

As a result of the success of the Appleton Area School District Pass program, other school districts, colleges and technical schools have been considering the possibility of a similar program for their students. In October, Patti Jorgensen, Vice President of Student and Community Development at Fox Valley Technical College (FVTC) contacted Valley Transit staff to discuss the possibility of putting a similar agreement in place for FVTC. The school realized that there are an increasing number of students using the bus to get to school and jobs, and the college wanted to determine if it was possible to provide bus riding students with transportation assistance as they already do for students who drive to school by providing free parking.

FVTC and Valley Transit staff has reached a tentative agreement which we would like to implement in January 2015. Under the agreement, program and basic adult education students enrolled in FVTC would be able to show their student ID card and ride any Valley Transit fixed route bus on all days and all scheduled hours that the system operates during 2015. No other Valley Transit services (Connector, Valley Transit II or any other paratransit services) would be covered by the agreement. Students using those services would pay the regular fare for the service.

The FVTC enrollment is 9,264. FVTC has agreed to pay \$46,000 for the calendar year 2015, which equates to approximately \$5 per student per year. This program would cover only enrolled program and basic adult education students and would not include administrative or teaching staff. Valley Transit Route 12 serves FVTC reasonably well and during all but peak times has capacity available. We also have capacity in the rest of the system during much of the day and evening. If however, routes serving the Technical College become overcrowded when the pass program is implemented, Valley Transit will discuss the matter with FVTC and if there is mutual agreement that additional service is needed, FVTC will pay the local share cost of additional trippers needed to deal with the overcrowding.

Last year there were 17,859 boardings at FVTC. If all riders paid the full regular cash fare of \$1.80, Valley Transit would have received \$32,146. It is unlikely that all riders paid the full cash fare since regular riders would be more likely to use tickets and passes at a lower per ride cost. Another measure of the revenue generated by FVTC students is that in 2013, \$37,000 in tickets and passes were purchased at the campus and as of October this year \$36,000 has already been purchased. When riding Valley Transit buses is free to the students, we expect the number of students and the number of rides per student to increase. We believe that charging an additional \$10,000 per year to FVTC will cover the cost of those rides.

GO Transit in Oshkosh has a similar program with UW-Oshkosh which has been in place since 2008. The university pays between \$55-75,000 per year for unlimited rides for enrolled students. The last several years the amount the university paid was \$75,000. UWO has 13, 513 students which is a cost of between \$4.07 and 5.55 per student.

By giving people a positive transit experience while they are in school, we believe that they will be more likely to be transit users and supporters when they have graduated and embarked on their careers.

Recommendation: Approve the Fox Valley Technical College Student Pass for 2015 at a cost to FVTC of \$46,000/year. In addition, the college agrees that it will work with Valley Transit to come to an agreement about additional tripper buses to serve the campus if the pass program results in the FVTC bus route being overcrowded.

DRAFT

CONTRACT BETWEEN CITY OF APPLETON / VALLEY TRANSIT AND FOX VALLEY TECHNICAL COLLEGE

This Agreement is by and between the City of Appleton/Valley Transit (hereinafter referred to as the "City") and the Fox Valley Technical College (hereinafter referred to as "FVTC").

The FVTC wishes to encourage the use of City bus service by FVTC students. In exchange for the mutual consideration stated below, the parties agree as follows:

1. During the term of this Agreement, the City agrees to honor the FVTC Identification Card as a bus pass to allow program and Adult Basic Education students enrolled at FVTC to utilize the City bus services.
2. The FVTC agrees to establish appropriate procedures to assure that one and only one FVTC Identification Card is distributed to each student enrolled at FVTC. If validation becomes a management issue, the City and FVTC will mutually agree to an alternative to the FVTC Identification Card.
3. The FVTC Identification Card will be valid for transportation on all City bus routes when shown by the students, at no additional charge as provided in this contract.
4. This agreement applies strictly to Valley Transit's fixed route bus service. FVTC students meeting the ADA paratransit eligibility criteria will have comparable access to Valley Transit II. A fare that is double the rate of the approved regular bus cash fare will be charged to students using Valley Transit II. The Connector services and the other Valley Transit paratransit services are not part of this agreement.
5. The FVTC Identification Card is not transferable and not for resale and shall be forfeited and confiscated if misused or presented for transportation by any person other than the person to whom issued.
6. For City bus services provided for herein, the FVTC shall pay to the City \$2.50 per semester for each enrolled student residing within Valley Transit's service area. FVTC will provide the City with enrollment numbers by January 31, 2015 and the City will invoice FVTC in February for the spring/summer semester. FVTC will provide the City with enrollment numbers by September 30, 2015 and the City will invoice FVTC in October for the fall/winter semester.
7. The City shall provide its established and regularly publicized bus service including one AM tripper to FVTC.

8. Additional bus service may be added if both the City and FVTC mutually agree based upon ridership need. The City shall invoice FVTC for additional service/routes at the prevailing tripper rate which will be shared with FVTC yearly in January.
9. The FVTC Identification Card shall be valid for transportation on all days during all scheduled hours on all Valley Transit buses.
10. The City will keep ridership records of FVTC Identification Card usage. The City will provide quarterly ridership reports to the FVTC. FVTC and the City will work cooperatively to obtain and share any other information deemed necessary by either or both parties.
11. In providing and furnishing any of the aforementioned bus services, the City shall act as an independent contractor, and FVTC shall not have, and shall not exercise any control over the City's operation.
12. It is understood that the administration, management, marketing and promotion of the bus service program are the mutual responsibility of the City and FVTC. The City will work with FVTC to develop a marketing plan and to market the bus service program.
13. The City shall defend and hold harmless FVTC and its agents, servants, and employees against all loss, damages, legal expenses and other expenses which FVTC may sustain or become liable for on account of injury to or death of persons, or on account of damage to, loss or destruction of property resulting from the negligent operation of city buses.
14. The City and the FVTC agree to cooperatively establish administrative policies and procedures that will effectively safeguard the interest of both parties.
15. The City shall not be in default of any provision of the Agreement for failure to perform where such failure is due solely to strikes, walkouts, civil insurrections or disorders, orders of civil authorities, shortages of motor fuel or equipment, acts of God, or for any other cause or caused beyond the control of the City.
16. Should the City or FVTC be unable to fulfill the requirements of this agreement because of expected lack of funds, then either the City or FVTC may provide written notice of such expected lack of funds upon thirty (30) days prior written notice and this agreement shall be terminated.
17. FVTC or the City may cancel the contract for breach of any terms or condition of this contract or failure to perform as specified in this contract. FVTC or the City shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the contract may be cancelled by giving sixty (60) days notice in writing by registered or certified mail of its intention to cancel the contract.

- 18. All accounts shall be settled on a prorated basis in the event of termination of this Agreement prior to its full term.
- 19. The term of this Agreement at the amounts stated in Item 6 shall be for the 2015 calendar year from January 5 through December 31, 2015 with an option by mutual agreement of FVTC and the City to renew each of the subsequent four (4) years.
- 20. City warrants that it has the authority to enter into this Agreement and that any approval required of and by the City of Appleton have been obtained are valid for the full term of this Agreement.

The City of Appleton hereby duly executes the Agreement the ___ day of _____, 2014.

Witness: _____
 Printed Name: _____

By: _____
 Timothy M. Hanna, Mayor

Witness: _____
 Printed Name: _____

By: _____
 Dawn A. Collins, City Clerk

Witness: _____
 Printed Name: _____

By: _____
 Deborah S. Wetter,
 General Manager Valley Transit

Provision has been made to pay the liability that will accrue under this contract.

Approved as to form:

 Anthony D. Saucerman, Finance Director

 James P. Walsh, City Attorney

The Fox Valley Technical College (FVTC) hereby duly executes this Agreement the _____ day of _____, 2014.

Witness: _____
 Printed Name: _____

By: _____
 Printed Name: _____
 Title: _____

Witness: _____
 Printed Name: _____

By: _____
 Printed Name: _____
 Title: _____

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