



**AGREEMENT NO. G2665.0-23 FOR  
THE PRONTO COLLEGE PASS PROGRAM  
BETWEEN**

**THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
AND MIRA COSTA COLLEGE**

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This PRONTO College Pass Program Agreement (Agreement) is effective as of April 15, 2023 to April 14, 2028, by and between the San Diego Metropolitan Transit System, a public transit agency (hereinafter referred to as “MTS”), located at 1255 Imperial Avenue, Suite 1000, San Diego, CA, 92101, and Mira Costa College, located at 1 Barnard Dr, Oceanside, CA 92056 (hereinafter referred to as “Partner”).

**RECITALS**

The following recitals are a substantive part of this Agreement:

- A. MTS, in partnership with the North County Transit District (NCTD), desire to enter into agreements with employers, schools, universities, social service agencies, etc. (Partners) for the purchase of PRONTO fare media/products as a means to increase transit ridership in San Diego County.
- B. Partner is willing to serve as a distribution point for sales of PRONTO Cards or other fare media for distribution to its students/employees/clients/constituents/etc. (“participants”) at locations specified in EXHIBIT A to this Agreement, and/or via the PRONTO website [<https://ridepronto.com/institution/login>].
- C. Partner agrees to actively promote the benefits of commuting by transit to its participants.
- D. This Agreement is to establish the terms and conditions for Partner to purchase PRONTO fare media and distribute it to its participants, and facilitate the reload of distributed media as applicable.
- E. The fare media shall only be valid for use on public transportation services operated by MTS and NCTD.

NOW, THEREFORE, it is agreed as follows:

**I. DEFINITIONS**

- A. “**Administrative Fee**” shall mean the fee charged for the physical PRONTO Card stock. (Note: The fee for an extended use, reloadable plastic PRONTO Card is \$2.00, and the fee for limited



use non-reloadable PRONTO Card is \$1.00. Fees are subject to change upon notice from MTS).

- B. **“Fare media”** shall include passes, products, and value sold or provided for use on MTS and NCTD public transportation systems.
- C. **“Institutional Portal”** shall mean the Partner’s online PRONTO account used to manage PRONTO cards and participants, and to place orders for PRONTO cards and fare media.
- D. **“Load Period”** shall mean the timeframe for loading monthly fare media onto PRONTO Cards. Monthly passes are available starting the 20<sup>th</sup> of the prior month through the 19<sup>th</sup> of the current month. Passes will automatically load to selected PRONTO Cards and become active at 3:00am on the 1<sup>st</sup> day of the month. For riders that would typically receive a Monthly Pass but are unable to load a pass for the current month as it is outside the Load Period (i.e., between the 20<sup>th</sup> and the last day of the current month), Partners may load the quantity of Day Passes required for the participant to have valid fare media on their PRONTO Card until the new Monthly Pass becomes valid.
- E. **“Partner location”** shall mean the physical address of the Partner location(s) as noted on EXHIBIT A that is/are actively authorized to distribute fare media.
- F. **“Pre-loaded Cards”** shall mean PRONTO Cards loaded with fare media and ready for use.
- G. **“PRONTO Card”** shall mean a contactless smart card in the following formats:
  - **“Traditional PRONTO Card”** shall mean the reloadable, hard plastic cards that are the best choice for Partners with a stable participant population (that doesn’t turn over month to month). This card shall be loaded with the Partner’s pass product; the participant may choose to add the card to a customer account and load it with stored value. Traditional PRONTO Cards may be personalized with a printed name and/or photograph for eligible reduced fare riders. The Traditional PRONTO Card has a \$2.00 Administrative Fee. Fees are subject to change upon notice from MTS.
  - **“Limited Use PRONTO Card”** shall mean the non-reloadable, thin plastic cards that are the best choice for Partners that serve a rotating client base. The Limited Use PRONTO Card is less durable and intended to be used for a single ride or for a limited duration (e.g., service day, multi-day special event). This card shall be loaded one time, and then the card must be discarded. The Limited Use card cannot be reloaded, added to a customer account, or loaded with stored value. The Limited Use PRONTO Card has a \$1.00 Administrative Fee. Fees are subject to change upon notice from MTS.
  - **“Virtual PRONTO Card”** shall mean a mobile PRONTO card added to a smart phone via the PRONTO mobile app rather than a physical card. The Virtual Card shall be loaded with the Partner’s pass product. The participant may choose to add the card to a customer account and load it with stored value. The participant will need to provide the Partner with their Virtual Card number, and the Partner can add that card

to the account using the institutional portal. The Virtual PRONTO Card has a \$0 Administrative Fee. Fees are subject to change upon notice from MTS.

- H. **“PRONTO Support Center”** shall mean MTS’s account management center. Partner Program clients can access the PRONTO Support Center by various means such as:
- By phone by calling (619) 595-5636
  - By email at support@ridepronto.com
  - By using the Contact Us web form within the Institutional portal at <https://www.ridepronto.com/institution/help/>
- I. **“Regional Comprehensive Fare Ordinance”** shall mean the document which provides the regional framework for transit fares. All fare changes, including fare increases or changes in fare types, must be approved by the SANDAG Board of Directors.
- J. **“Replacement Fee”** shall mean the fee charged for transferring the transit pass from a lost or stolen card to a replacement card (Note: this fee is \$5 and is subject to change upon notice from MTS). There is no replacement fee if Partner purchases spare cards and uses those to replace lost cards online through the Institutional Portal.

## II. SCOPE OF WORK AND DELIVERABLES

### 1. Partner shall:

- A. Minimum Sales: Sell pass products on PRONTO fare media to a minimum of 20 individual participants per month (if only selling monthly passes) or semester (if participating in the semester pass program), at the amounts set forth in the Regional Comprehensive Fare Ordinance (EXHIBIT B). If Partner cannot meet the minimum quantity of fare media each month within a three-month period, or each semester during a one-year period; Partner may be required to pay with a credit card or ACH payment at time of purchase, as outlined in Section III-A.
- B. Eligibility Review: Verify that discounted college month and/or semester passes are only sold to students who meet the eligibility requirement for enrollment, as set forth by MTS Fare Ordinance No. 4. This includes students with a current enrollment for seven (7) units or more, or the equivalent non-unit hours, at an accredited post-secondary school.
- C. School ID: Ensure that any student sold a discounted college pass has (or is eligible to receive) a valid, current school photo ID card, which is required as proof of eligibility when traveling with a discounted college pass on MTS and NCTD.
- D. Period of Performance: Provide the fare media/products for use as defined in EXHIBIT B only during the period of this Agreement.
- E. Loss of Fare Media or PRONTO Cards: Accept financial responsibility for any discrepancies (e.g. loss or theft) of PRONTO fare media cards on the Partner’s premises.

- F. Changes to Partner Locations: Obtain permission from MTS prior to sales or distribution of PRONTO Cards or fare media at locations, other than those listed in this Agreement; and, advises MTS of any changes that may occur to Partner's address(es) or notice information.
- G. Amounts Charged to Participants: Only sell the fare media for the fare amounts set forth in the Regional Comprehensive Fare Ordinance (EXHIBIT B) or under a discount program established by MTS or NCTD. Partner may not include a surcharge or commission on PRONTO Card or any other fare media/product sales. MTS Administrative fees can be collected in addition to the fare amounts. The current fare amounts are outlined in EXHIBIT B.
- i. Partners may elect to offer an additional subsidy to students on top of the MTS discounted college pass rates.
  - ii. In the event a Partner offers a subsidy to students, MTS will bill Partners for the full college pass program rates, as set forth in the Regional Comprehensive Fare Ordinance.
- H. Identifiable Participant Information: Maintain accurate records by entering identifiable participant information on the Institutional Portal, such that each participant can be identified by their PRONTO card.
- I. Pass Reloads: For all pass reload requests:
- i. Partner shall designate a coordinator or coordinators who will be responsible to manage the program for the Partner.
  - ii. For Monthly Passes, Partner shall load passes via the institutional portal beginning on the 20<sup>th</sup> of the prior month through the 19<sup>th</sup> of the current month. Passes will be loaded in real time. Example: August month passes can be loaded July 20 through August 19; September passes from August 20 through September 19; etc.
  - iii. For participants needing fare outside the Monthly Pass load period, Partner may request access to load Day Passes via Limited Use PRONTO Cards.
  - iv. Partner shall be financially responsible for the passes ordered via the Institutional Portal including errors on the part of the Partner.
- J. Transfer of Pass if Lost or Stolen: Submit a request to the PRONTO Support Center to transfer the transit pass on lost or stolen cards of registered participants to a replacement card, either one of Partner's spare cards or a new card purchased by the participant. In the event Partner requires MTS to perform a card replacement, MTS may charge Partner a Replacement Fee. The transfer of products and passes between participants is not allowed.
- K. For eligible Partners, validation of eligibility for the purchase of the reduced-fare Senior/Disabled/Medicare (SDM) and Youth fare media by checking valid, government-issued photo identification required. Confirming eligibility of reduced fare must occur before sale/distribution of PRONTO Cards and/or reduced fare media as prescribed below. Only those items listed below shall be considered Acceptable Forms of Identification (AFI) to purchase discounted youth, senior, Medicare, or persons-with-disabilities fares or passes. MTS reserves

the right to modify the AFI as identified in the MTS Fare Ordinance No. 4 or as needed to support transit operations:

- i. Valid government-issued photo identification to establish eligibility for a senior discount when paying for a senior pass. Currently seniors must be at least age 65.
- ii. Valid Medicare card and a government-issued photo identification card shall be permitted to purchase discounted senior, disabled, or Medicare pass regardless of age.
- iii. Valid reduced fare photo identification card issued by MTS or NCTD.
- iv. Youth must provide valid government-issued photo identification to establish that their age is from 6 to 18 inclusive.

If approved using the documentation above, Coordinators shall enter the participant's name into the institutional portal and upload a photo. If validated, the card assigned to the participant will be converted to a reduced fare.

## 2. MTS shall:

- A. Coordinate with all campuses participating in the semester pass program to determine and calculate the valid dates and sales pass price, and notify all participating Partners of the semester pass information, a minimum of one (1) month prior to sales start date each semester.
- B. Provide Partner's designated main office location, as listed in EXHIBIT A, with the specified allotment of initialized PRONTO Cards as ordered by the Partner. Shipping to additional addresses, even when listed in EXHIBIT A, may incur additional fees.
- C. Provide the PRONTO Cards either blank or pre-loaded, as applicable, with the specified allotment of fare media as ordered by the Partner.
- D. Provide access to certain MTS records to Partner or Partner's designated representative that are necessary for Partner to verify contract compliance by MTS. Travel data related to individual transit passes is considered confidential personally identifiable information and may be withheld by MTS in compliance with applicable law (See MTS's PRONTO Privacy Policy at <https://www.sdmts.com/pronto-privacy-policy>).

## III. PAYMENT

- A. Bill Me (Statement) Payment Method: When placing an order through the Institutional Portal, Partner may pay using the "Bill Me" (invoice) payment option. This only applies to institutions with a minimum of 20 participants. Colleges with less than 20 participants in a given month or semester (if participating in the semester pass program) will be required to maintain a credit card or ACH payment method on file, which will be charged at time of order.
  - i. Consolidated Statements: The PRONTO system batches orders and issues an invoice for all orders placed on a single day. Consolidated monthly statements can be used for payment if the Partner is using the "Bill Me" payment option. Monthly statements can be

paid by ACH transfer or check and the remittance advice for both ACH and checks must clearly indicate which invoice the payment is for.

- B. ACH or Credit Card Payment: Additional payment options such as Visa, Mastercard and Discover credit/debit cards and ACH may also be available to Partner. If these payment options are selected within the Institutional Portal at Check Out, the payment is immediately authorized and the Partner will not receive a monthly statement.
- C. Order Maximum: Orders on invoice may be placed up to the Partner's approved credit limit, which will be set at two (2) months of average sales.
- D. Payment Due Date: All MTS invoices are due net 30 days. If paying from a monthly statement, payment is due by the end of the following month. Electronic funds/ACH transfer is encouraged.
- E. Failure to Pay by Payment Due Date: Failure by Partner to submit payment or information requested by MTS or as required by this Agreement by the 5th of the second month following the invoice date (for example, an invoice issued by MTS on September 28 that remains unpaid as-of November 5), could result in one or more of the following actions at MTS's discretion: termination of the Agreement, placement on a hold list, and/or account suspension.
  - i. If partner is placed on a hold list for three (3) out of six (6) months, passes will not be delivered and/or loaded until payment has been received by MTS. Failure to remit payment as specified could result in forfeiture of participation in the Partner Program.
- F. Collection of Payments from Participants: Partner is responsible for collecting payment, if applicable, directly from participants. Notwithstanding the foregoing, all payments are subject to the conditions set forth elsewhere in this Agreement or which are otherwise required by law. Payments shall be subject to review for compliance by MTS with the requirements of this Agreement, and shall be subject to an audit upon completion of all services.

#### **IV. INDEPENDENT CONTRACTOR**

- A. It is agreed that Partner is an independent contractor and is not an agent or employee of MTS. As such, Partner is not entitled to participate in any pension plans or other benefits MTS provides for its employees. For purposes of this Agreement, the relationship of the parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.
- B. Except as MTS may specify in writing, Partner shall have no authority, express or implied, to act on behalf of MTS in any capacity whatsoever, as an agent or otherwise. Partner shall have no authority, express or implied, to bind MTS or its members, agents, or employees to any obligation whatsoever, unless expressly provided in this Agreement.

#### **V. ASSIGNMENT, SUBCONTRACTING, AND SUCCESSORS**

- A. Neither MTS nor Partner shall assign, sublet, subcontract, or transfer (whether by assignment or novation) this Agreement or any rights under or interest in this Agreement without the written consent of MTS and the other party, which may be withheld for any reason. If Partner

subcontracts any of the work to be performed under this Agreement, Partner shall be as fully responsible to MTS for the acts and omissions of Partner's subcontractor and of the persons employed by the subcontractor as Partner is for the acts and omissions of persons directly employed by Partner. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of Partner and MTS.

- B. All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

## **VI. MTS PROPERTY**

- A. Fare media and PRONTO Cards provided by MTS will contain MTS and public transportation system names and logos. These names and logos are registered trademarks requiring written authorization for their use. Partner shall obtain written permission from authorized MTS personnel prior to using the PRONTO Card name, logo, or image in any Partner advertising. Use of the MTS or PRONTO Card name, logo, or image shall be subject to the relevant provisions of MTS Board Policy No. 21 (Advertising Policy). Use of NCTD names, logos, or images shall be subject to approval by NCTD.
- B. No promotional material, advertising, or notice to any third party (whether written or oral) concerning this Agreement shall be issued, given, or otherwise disseminated by Partner without prior approval of MTS, except as required by law.
- C. MTS shall retain all title to ownership and intellectual property rights to PRONTO Cards not otherwise owned by third parties. No title to PRONTO Cards is transferred hereunder. Partner shall not:
  - i. copy, reproduce, tamper, or otherwise modify provided materials or any associated software;
  - ii. sell, license, sublicense, disclose, distribute, or otherwise transfer the provided materials, in whole or in part, or any associated software to any third party;
  - iii. remove or modify any program markings or any notice of MTS's proprietary rights;
  - iv. make the programs or materials resulting from the provided materials available in any manner to any third party for use by a third party's business operations; or
  - v. modify, alter, or change the provided materials, in whole or in part, or attempt to decode, reverse engineer, or disassemble the provided materials and associated software.
- D. MTS shall retain title and ownership to any equipment or materials supplied, except as expressly provided within this Agreement, to the Partner to facilitate issuance of fare media.

## **VII. RECORDS, AUDITS, AND INSPECTIONS**

- A. Partner shall maintain complete and accurate records with respect to fare media issuances processed pursuant to this Agreement, including validation for issuance of senior/disabled and youth fare media. All such records shall be maintained on a generally accepted accounting

basis and shall be clearly identified. Partner shall provide reasonable access to the representatives of MTS, or its designees, including representatives of the applicable government agencies if this Agreement is funded in whole or in part with state or federal funds, to such books and records and any other books, documents, papers, or records of the Partner that are related to this Agreement. MTS, the State, the State Auditor, Federal Transit Administration, Federal Rail Administration, or any duly authorized representative of the federal government having jurisdiction shall have the right to examine and audit such books and records and to make transcripts or copies from them as necessary. Partner shall allow inspection of all work data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. This Section must be included in any subcontract entered into as a result of this Agreement.

- B. In the event of a dispute as to the amount of any adjustment required as a result of any audit, the parties shall use their best reasonable efforts to reach agreement within 15 days and, failing such agreement, either party may submit the dispute to a nationally recognized accounting firm (the "Auditor"), selected upon mutual agreement of the parties, which shall resolve the dispute within 30 days or as soon thereafter as reasonably practicable. The decision of the Auditor shall be final and binding on the parties. The cost and expense of the Auditor shall be paid one-half by each party. The parties shall make available to the Auditor all relevant books, records, and material reasonably requested by the Auditor.

#### **VIII. INDEMNIFICATION, INSURANCE, AND WARRANTIES**

- A. Partner agrees to protect, defend, indemnify, and hold harmless MTS and its elective and appointive board, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with performance of the Agreement by Partner, Partner's agents, officers, employees, subcontractors, or independent contractors hired by Partner. The only exception, to Partner's responsibility to protect, defend, indemnify, and hold harmless MTS, is due to the negligence or willful misconduct of MTS. This hold harmless agreement shall apply to all liability, regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Partner.
- B. MTS agrees to protect, defend, indemnify, and hold harmless Partner and its officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with performance of the Agreement by MTS, MTS's agents, officers, employees, subcontractors, or independent contractors hired by MTS. The only exception, to MTS's responsibility to protect, defend, indemnify, and hold harmless Partner, is due to the negligence or willful misconduct of Partner. This hold harmless agreement shall apply to all liability, regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by MTS.
- C. The parties shall, under no circumstance, be liable for special, incidental, exemplary, or consequential damages to each other that they may suffer including, but not limited to, loss of projects, anticipated revenue, interest, loss of use or other such claims arising from any causes



whatsoever, whether or not such loss or damage is based on contract, warranty, tort (including negligence), indemnity, or otherwise.

## **IX. TERM AND TERMINATION**

- A. This Agreement shall continue in effect through the contract term unless and until a party to the Agreement gives 60 (sixty) days written notice of its desire to withdraw from the Agreement. No cause shall be required for termination under this section; however, Partner shall not be entitled to any refund of prepaid amounts if it terminates the Agreement under this subsection.
- B. All PRONTO Card inventory shall be owned by MTS, even while it is insured by and operated on Partner's premises. All of MTS's property must be returned to MTS in working order within five (5) business days after termination of the Agreement, or closure or termination of a Partner location.
- C. MTS may terminate this Agreement for cause and be relieved of any liability to Partner should Partner fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event MTS determines sufficient cause exists, MTS will send a notice to cure to the address set forth in this Agreement for Partner. If Partner fails to satisfactorily cure the problem(s) within 10 calendar days of receiving written notice from MTS specifying the nature of the cause, MTS may immediately cancel and/or terminate this Agreement and every right of Partner and any person claiming any right by or through the Partner under this Agreement. Termination for cause also shall be merited in the event of a material breach of this Agreement. Events of material breach shall include, but not be limited to:
  - i. Unreasonable discrepancies in fare media issuance or failure to remit payment. Partner may be terminated for a history of late payments or returned checks, as reasonably determined by MTS;
  - ii. Partner negligently or intentionally disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise negligently or intentionally violates or breaches any term or provision of this Agreement or fails to perform any of its obligations hereunder in a timely manner;
  - iii. The documentation or accounting records prepared or furnished in connection with this Agreement by Partner contain any errors or omissions arising wholly or in part out of the intentional error or omission of the Partner or its employees, agents, or contractors;
  - iv. Partner resells the fare media provided by MTS pursuant to this Agreement for a profit;
  - v. Partner resells the fare media provided by MTS pursuant to this Agreement to a member of the public that is not a participant as defined in this Agreement; or
  - vi. Partner does not comply with the Minimum Sales provisions required under Section II,1,A of this Agreement.
  - vii. Partner sells Senior/Disabled/Medicare or Youth fare media without prior AFI as required by Section II, K of this Agreement.

- D. Partner may terminate this Agreement for cause and be relieved of any liability to MTS should MTS fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event Partner determines sufficient cause exists, Partner will send a notice to cure to the address set forth in this Agreement for MTS. If MTS fails to satisfactorily cure the problem(s) within 10 calendar days of receiving written notice from Partner specifying the nature of the cause, Partner may immediately cancel and/or terminate this Agreement. Termination for cause also shall be merited in the event of a material breach of this Agreement. Events of material breach shall include, but not be limited to:
- i. MTS negligently or intentionally disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise negligently or intentionally violates or breaches any term or provision of this Agreement or fails to perform any of its obligations hereunder in a timely manner;
  - ii. The documentation or accounting records prepared or furnished in connection with this Agreement by MTS contain any errors or omissions arising wholly or in part out of the intentional error or omission of MTS or its employees, agents, or contractors; or
- E. Upon termination of this Agreement by MTS for breach by Partner, or by Partner in the absence of breach by MTS, Partner will pay the cost to remove MTS property at its locations if MTS has terminated this Agreement because of any breach or default by Partner; otherwise, MTS will pay those costs.
- F. The parties' respective rights and obligations under this Agreement will survive the expiration or termination of this Agreement to the extent necessary to give full effect to this Agreement.

## **X. MODIFICATION AND WAIVER**

- A. This Agreement constitutes the entire Agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by MTS and Partner.
- B. Except as may be provided in this Agreement, a party's delay or failure to enforce a right or pursue a remedy is not a waiver. A party's waiver (not otherwise set forth in this Agreement) must be in writing and signed by it. A waiver of a party's rights or remedies regarding a particular breach of or default under this Agreement is not a waiver of those rights or remedies, or any other rights or remedies, regarding any other breach of or default under this Agreement.

## **XI. NONDISCRIMINATION**

- A. Partner shall ensure equal employment opportunity for all persons. Partner shall not discriminate against any customer, client, employee, or applicant for employment because of race, color, religion, creed, sex, sexual orientation, national origin, ancestry, age, medical condition, physical or mental disability, Vietnam-era veteran or special disabled veteran status, marital status, or citizenship, within the limits imposed by law. These principles are to be applied by the Partner in all business practices in furtherance of this Agreement, including customer service, employment practices, and provision of fare media pursuant to this Agreement.

- B. During the performance of this Agreement, Partner agrees to comply with all the requirements imposed by Title VI and Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, and any other applicable federal and state laws and regulations subsequently enacted.
- C. This Section must be included in any subcontract entered into as a result of this Agreement.

## **XII. LAW & VENUE**

This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the San Diego County Superior Court. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, as determined by the court. Partner shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments.

## **XIII. INTERPRETATION**

This Agreement shall be interpreted as though prepared by both parties. Section headings in this Agreement shall not be used to alter the plain meaning of the text in this Agreement. EXHIBIT A and B shall be considered an integral part of this Agreement. Nothing in this Agreement, whether expressed or implied, is intended to confer on any person other than the parties to this Agreement or their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties to this Agreement or affect the legal liability of the parties to this Agreement to third parties.

## **XIV. AUTHORITY TO EXECUTE**

- A. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement. No consent, authorization by, approval of, or other action by, and no notice to, or filing or registration with, any governmental authority, agency, regulatory body, lender, lessor, franchisee, or other person is required for the execution, delivery, or performance of this Agreement by the parties, other than those that have been obtained and are in full force and effect. The execution, delivery, and performance of this Agreement will not result in (with or without due notice or lapse of time, or both) any violation or breach of any provision of the charter, policies, or bylaws of the parties, any judgment, decree, or order to which Partner or MTS is a party or by which either party is bound, any indenture, mortgage, or other agreement. Each party represents that there is no pending nor, to its knowledge, threatened litigation, governmental action, action for injunctive or other equitable relief or other threatened or outstanding claims of any nature which could reasonably (i) interfere with its performance of its obligations hereunder, or (ii) have a material detrimental impact on its assets or operations as such exist as of the date of execution of this Agreement.
- B. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart. A facsimile signature affixed to this Agreement or an amendment thereto shall be binding upon the parties.

**XV. COOPERATION**

The parties each shall cooperate in good faith and take such steps and execute such papers as may be reasonably requested by the other party to implement the terms and provisions of this Agreement.

**XVI. FORCE MAJEURE**

Neither party shall be liable for the failure to perform or its delay in performing any obligation under this Agreement if such failure or delay is resulting from fire, flood, earthquake, war, strike, lockout, power failure, major equipment breakdowns, construction delays, accident, riots, acts of God, acts of United States' enemies, laws, orders, or at the insistence or result of any governmental authority or any other delay beyond each other's reasonable control, provided that such obligation shall be performed immediately upon the termination of such cause preventing or delaying such performance.

**XVII. NOTICES AND PAYMENTS**

All notices shall be in writing and personally delivered, or mailed via first class mail to the below listed addresses. Partner checks shall be made payable to "MTS" and delivered to the MTS address noted below.

San Diego Metropolitan Transit System  
Attn: PRONTO Finance  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101

**XVIV. PRESERVATION OF AGREEMENT**

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall be severable and enforceable.

(signatures on following page)

IN WITNESS WHEREOF, these parties have executed this Agreement with the effective date shown above.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

MIRA COSTA COLLEGE



Sharon Cooney  
Chief Executive Officer

Ruth M. Dean  
District Cashier

April 27, 2023

Date

Date

APPROVED AS TO SUFFICIENCY OF FORM AND LEGALITY:

Samantha Leslie

Digitally signed by Samantha Leslie  
DN: cn=Samantha Leslie, o=San Diego Metropolitan  
Transit System, ou=Legal Department,  
email=Samantha.Leslie@sdmts.com, c=US  
Date: 2023.04.26 10:59:32 -0700

for

Karen Landers  
General Counsel

4/26/2023

Date

**EXHIBIT A**

**PARTNER LOCATION(S)**

Main Office:  
MIRA COSTA COLLEGE  
1 BARNARD DR  
OCEANSIDE, CA 92056

**EXHIBIT B**

**FARE MEDIA  
PRODUCTS AND PRICING**

\*Fare Media Prices Subject to Change, Per the Fare Ordinance

College pass program rates shall be:

**Month Pass:** 80 percent of the Price of an Adult Regional Monthly Pass

**Semester / Quarter:** Based on 65 percent of the price of an Adult Regional Monthly Pass, divided by 31 and multiplied by the average number of calendar days in the academic terms of all institutions with similar academic terms who participate in the college pass program for that term

<b>Fare Media</b>	<b>Retail Price Per Fare Media*</b>	<b>Product Purchasing Limit</b>	<b>Configured for Account</b>
Regional Adult Day Pass	\$6.00		
Regional Adult Monthly	\$72.00		
Regional Youth & Senior/Disabled/Medicare Day Pass	\$3.00		
Regional Youth Monthly	\$23.00		
Regional Senior/Disabled/Medicare Monthly	\$23.00		
Premium Adult Day Pass	\$12.00		
Premium Adult Monthly	\$100.00		
Premium Youth & Senior/Disabled/Medicare Day Pass	\$6.00		
Premium Youth Monthly	\$32.00		
Premium Senior/Disabled/Medicare Monthly	\$32.00		
Coaster Adult Day Pass	\$15.00		
COASTER Adult 1 Zone Monthly	\$140.00		
COASTER Adult 2 Zone Monthly	\$161.00		
COASTER Adult 3-Zone Monthly	\$182.00		
COASTER Youth & Senior/Disabled/Medicare Day Pass	\$7.50		
COASTER Youth Monthly	\$58.00		
COASTER Senior/Disabled/Medicare Monthly	\$58.00		

Stored Value	Not Available for PRONTO PARTNERS Program		
Traditional PRONTO Card (empty)	\$2.00		
Limited-Use PRONTO Card (card price only, may only be purchased with a product load)	\$1.00		

[TERMS AND CONDITIONS](#)