



## RESOLUTION

---

AUTHORIZING THE CITY AND COUNTY OF HONOLULU TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE UNIVERSITY OF HAWAII AT MANOA TO EXTEND THE STUDENT FEE-BASED U-PASS PROJECT TO PROVIDE BUS PASSES TO ALL ENROLLED UNIVERSITY OF HAWAII AT MANOA STUDENTS.

WHEREAS, Chapter 1, Article 8, Revised Ordinances of Honolulu 1990, as amended, requires that any intergovernmental agreement or any amendments thereto which place an obligation upon the City or any department or agency thereof shall require prior City Council consent and approval; and

WHEREAS, Section 13-2.1 (j) of the Revised Ordinances of Honolulu 1990, as amended, provides that the Department of Transportation Services ("DTS") may establish a program for the issuance of college and university bus passes that is subject to terms to be agreed upon between the college or university and DTS in conjunction with the transit management services contractor, including a negotiated fare rather than a fare established in the City's fare structure; and

WHEREAS, the City and the University of Hawaii at Manoa ("UHM") share the desire to reduce single occupant vehicle commute trips and improve the mobility of students to and from the UHM campus while contributing to the reduction of traffic; and

WHEREAS, the City provides regular bus service over established routes during published hours and at published frequencies; and

WHEREAS, such City bus service provides satisfactory means of transporting UHM students to and from their places of residence and the UHM campus; and

WHEREAS, the use of City bus service by UHM students is advantageous to UHM in terms of minimizing the need for UHM to construct costly parking facilities; and

WHEREAS, the City and UHM created a bus pass system ("U-PASS") in 2005 as an optional buy-in fee for UHM students at the cost of \$100.00 per semester that had been successful for four years; and

WHEREAS, the City and UHM instituted a two-year (four semester) pilot program (Spring 2010, Fall 2010, Spring 2011, Fall 2011) whereby most UHM students were assessed a mandatory U-PASS fee of \$20.00 per semester, students enrolled at the John A Burns School of Medicine, the Outreach College, and the William S. Richardson School of Law had the option of purchasing U-PASSes for



## RESOLUTION

---

\$125.00 per semester, and UHM students attending summer session had the option of purchasing \$80.00 summer U-PASSes for the months of June and July of each year; and

WHEREAS, this pilot program was continued for the Spring 2012 semester only, under the same fee structure; and

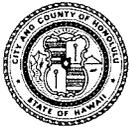
WHEREAS, the parties propose continuation of the U-PASS pilot program as an established U-PASS program for a two-year (four semester) period commencing with the Fall 2012 semester and ending with the Spring 2014 semester, at a mandatory fee of \$30.00 per semester for most students, an optional buy-in fee of \$150.00 per semester for students enrolled at the John A Burns School of Medicine, the Outreach College, and the William S. Richardson School of Law, and an optional buy-in fee of \$90 for the months of June and July of each year for UHM students attending summer session; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that it supports continuing the proposed student fee-based U-PASS program to provide bus passes to all enrolled UHM students; and

BE IT FURTHER RESOLVED that the City through its Director of Budget and Fiscal Services is hereby authorized to:

1. Execute the Memorandum of Agreement ("MOA") to implement the U-PASS program in substantially the same form as the agreement attached hereto as Exhibit A, and by reference made a part of this resolution; and
2. Execute any incidental or related agreements and documents in furtherance of the above MOA so long as such agreements and documents do not incur additional obligations on the part of the City;

and



RESOLUTION

BE IT FINALLY RESOLVED that copies of this Resolution be transmitted to:  
M. R. C. Greenwood, President, University of Hawaii at Manoa, Bachman 204, 2444  
Dole Street, Honolulu, Hawaii 96822; Tom Apple, Chancellor, University of Hawaii at  
Manoa, 2500 Campus Road, Honolulu, Hawaii 96822; Eric Martinson, Chair, University  
of Hawaii Board of Regents, Bachman 209, 2444 Dole Street, Honolulu, Hawaii 96822;  
Richard Mizusawa, President, Associated Students of the University of Hawaii at  
Manoa, 2465 Campus Road, Campus Center, Room 211A, Honolulu, Hawaii 96822;  
J. Roger Morton, President, Oahu Transit Services, Inc., 811 Middle Street, Honolulu,  
Hawaii 96819; and the Director of the Department of Transportation Services.

INTRODUCED BY:

Ernest Martin (BR)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF INTRODUCTION:

June 18, 2012  
Honolulu, Hawaii

\_\_\_\_\_  
Councilmembers

U-PASS MEMORANDUM OF AGREEMENT

BETWEEN

THE DEPARTMENT OF TRANSPORTATION SERVICES  
CITY AND COUNTY OF HONOLULU

AND

THE UNIVERSITY OF HAWAII AT MĀNOA

This U-PASS Memorandum of Agreement ("MOA") is entered into by and between THE DEPARTMENT OF TRANSPORTATION SERVICES, CITY AND COUNTY OF HONOLULU, hereinafter referred to as the "City", and the University of Hawai'i at Manoa, for its Office of Student Affairs, hereinafter referred to as "UHM". The City and UHM are collectively referred to as the "Parties".

WHEREAS, the Parties share the desire to reduce single occupant vehicle commute trips and improve the mobility of students to and from the UHM campus while contributing to the reduction of traffic;

WHEREAS, the City provides regular bus service over established routes during published hours and at published frequencies;

WHEREAS, such City bus service provides satisfactory means of transporting UHM students to and from their places of residence and the UHM campus;

WHEREAS, the use of City bus service by UHM students is advantageous to UHM in terms of minimizing the need for UHM to construct costly parking facilities;

WHEREAS, Section 13-2.1 (j) of the Revised Ordinances of Honolulu 1990, as amended, authorizes the City to enter into an agreement with colleges and universities for a public transportation pass program;

WHEREAS, the Parties created a bus pass system in 2005 as an optional buy-in fee for UHM students at the cost of \$100.00 per semester that had been successful for four years ("U-PASS");

WHEREAS, the Parties desired to further develop the U-PASS from an optional buy-in to a mandatory system that could be used by UHM students to access City bus service;

WHEREAS, the Parties proposed a two-year (four semester) pilot program for the purpose above commencing at the start of Spring 2010 and concluding at the close of Fall 2011;

WHEREAS, UHM students' participation in the two-year pilot program was contingent upon the payment of a \$20.00 per semester (Spring 2010, Fall 2010, Spring 2011, Fall 2011) U-PASS fee at the time of tuition and fee payment for participating students;

WHEREAS, this program was continued for the Spring 2012 semester only, at a per-U-PASS fee of \$20.00;

WHEREAS, the Parties propose continuation of the U-PASS program as an established U-PASS program commencing at the start of Fall 2012 and ending with the Spring 2014 semester;

WHEREAS, UHM students enrolled at the John A. Burns School of Medicine, the Outreach College, and the William S. Richardson School of Law are not included in this program, except as participants of the optional buy-in program;

WHEREAS, if UHM students enrolled in the John A. Burns School of Medicine, the Outreach College, and the William S. Richardson School of Law wish to participate in the U-PASS program, they may petition the University for inclusion after surveying their respective student population to gauge student interest;

WHEREAS, UHM U-PASS program does not include summer sessions; however, a two month opt-in summer pass will be available for the months of June and July; and

WHEREAS, UHM wishes to encourage the use of City bus service by UHM students who are eligible for the U-PASS;

NOW, THEREFORE, the City and UHM, in and for the consideration of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound thereby, mutually agree as follows:

1. This MOA will establish a mandatory U-PASS fee for UHM effective for Fall 2012, implementing a mandatory U-PASS student transportation fee, continuing to the conclusion of Spring 2014.
2. During the term of this MOA, the City agrees to provide each semester, U-PASSES to UHM for distribution to all eligible students. Eligible students are defined as UHM students who have been assessed and have paid the mandatory U-PASS student transportation fee with their tuition and fee payment.
3. For the term of the agreement, the fee shall be \$30.00 per semester, the equivalent of the price for TheBus's monthly youth pass.
4. The City commits to providing individual students at the John A. Burns School of Medicine, the Outreach College, and the William S. Richardson School of Law, or who are enrolled in any other UHM program not included in this U-PASS program, the opportunity to opt-in to the U-PASS program for \$150.00 per semester.

5. Only one U-PASS will be distributed to each eligible student each semester by UHM, which will continue to implement appropriate procedures, including a replacement fee, for issuing a replacement U-PASS if the student's U-PASS is lost or stolen.
6. The City agrees that to the extent possible, the U-PASSES provided will be made in a format and of materials that do not easily lend themselves to counterfeiting or copying.
7. The U-PASS will be valid for transportation at no additional charge seven (7) days a week, during all scheduled hours, on all City bus routes, except on Special Services requiring a premium fare such as Football Express, when shown by the students to whom issued affixed to a valid UHM student identification card in accordance with the requirements of Oahu Transit Services, Inc., the operator of TheBus.
8. No later than July 1<sup>st</sup> for Fall semesters, and December 1<sup>st</sup> for Spring semesters, the City agrees to provide UHM with a number of U-PASSES equal to a number known as the estimate of eligible students head-count for the Fall 2012 through Spring 2014 semesters respectively plus an agreed amount of extra passes for potential replacement of lost or stolen U-PASSES. UHM will remit to the City any U-PASSES that have not been issued at the end of each respective semester. UHM will be charged for the number of students paying the respective U-PASS student fee as well as the replacement fee for each additional U-PASS sold to replace lost or stolen U-PASSES.
9. No later than July 1<sup>st</sup> for Fall semesters, and December 1<sup>st</sup> for Spring semesters, the City agrees to provide UHM with a number of \$150.00 opt-in U-PASSES equal to an estimate of students for the Fall 2012 through Spring 2014 semesters respectively in the John A. Burns School of Medicine, the Outreach College and the William S. Richardson School of Law who have exercised the option to purchase a U-PASS through the opt-in program.
10. U-PASSES issued under this MOA will be valid through the following dates for each of the semesters/sessions listed below:

<u>Semester</u>	<u>Activation Date</u>	<u>Expiration Date</u>
Fall 2012	August 1, 2012	January 15, 2013
Spring 2013	January 1, 2013	May 31, 2013
Fall 2013	August 1, 2013	January 15, 2014
Spring 2014	January 1, 2014	May 31, 2014

11. The U-PASS 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. If the person's UHM identification card is forfeited, it will be returned immediately to UHM. Any person violating these terms or conditions may be subject to prosecution by the City and/or subject to UHM disciplinary action.

12. UHM shall remit to the City the amount collected per semester for the mandatory U-PASS student transportation fee according to the following payment schedule:
  - a. Fall 2012
    - i. Payment Date: November 1, 2012
    - ii. Return unused U-PASSes Date: December 17, 2012
  - b. Spring 2013
    - i. Payment Date: April 1, 2013
    - ii. Return unused U-PASSes Date: May 13, 2013
  - c. Fall 2013
    - i. Payment Date: November 1, 2013
    - ii. Return unused U-PASSes Date: December 17, 2013
  - d. Spring 2014
    - i. Payment Date: April 1, 2014
    - ii. Return unused U-PASSes Date: May 14, 2014
13. At the start of each Fall semester, the City will hire up to four (4) paid student intern positions, for which any UHM student can apply. These positions will be funded by the City or its bus services contractor.
14. After each academic year, the City will continue to conduct annual ridership and assessment surveys, reporting results to the University.

After execution of this agreement, the City will:

- a. Attend a minimum of one meeting a semester with ASUH Student Affairs to analyze, plan, implement and/or restructure services for student benefit, including, but not limited to;
    - i. Continue to provide real-time electronic signs at widely-used bus stops such as the one at Sinclair Circle, including, but not limited to, University Avenue and Metcalf Street, Dole Street, and East-West Road, which will provide information on current bus locations and estimated bus arrival times.
    - ii. Work with UHM, Campus Center Board, and Facilities Management to provide route information both at the Campus Center and at Queen Lili'uokalani Center for Student Services.
15. The City commits to work with UHM to analyze, plan, implement and/or restructure services if warranted and feasible for the following:
    - a. Establishing a route connecting the UHM campus with Kapi'olani Community College.

- b. Existing TheBus routes servicing UHM and UHM facilities (e.g. 4, 6, 18, A, 52, 55, 56, 80A, 84, 84A, 85, 85A, 90), to meet the changing needs of student riders.
  - c. Extending hours on routes A and 4 until at least 1:00 AM.
16. The City commits to work with UHM and the appropriate departments to coordinate the schedules of TheBus and intra-campus Rainbow Shuttles.
17. The City commits to offering an "opt-in" summer U-PASS program at the rate of \$90.00 per pass for the months of June and July of each year respectively.
18. In providing and furnishing any of the aforementioned bus services, the City shall act as an independent contractor, and UHM shall not have and shall not exercise any control over the City's operation in connection with providing bus service, and UHM shall not have and shall not exercise any control or supervision whatsoever over the drivers of the buses used in said service who shall be employed by the City's bus services contractor.
19. The City shall defend, indemnify, and hold harmless UHM and UHM's employees or agents against all losses, damages, legal expenses, and other expenses which UHM 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 activities conducted by the City pursuant to this MOA regardless of the cause or causes. Provided, however, that the City shall not be responsible for such portion of damages, if any, proximately caused by the negligence or intentional misconduct of UHM.
20. The City and UHM agree to cooperatively establish administrative policies and procedures, which will effectively safeguard the interests of both Parties.
21. The City shall not be in default of any provisions of this MOA 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 nature, or for any other cause or causes beyond the control of the City. In the event that service is substantially disrupted by strikes and/or walkouts for a period in excess of one (1) day or twenty four (24) hours during the period in which the U-PASS is valid, the U-PASS shall be extended by the same period.
22. If at any time during the term of this MOA, either party shall fail to satisfactorily meet the provisions of this MOA, or if at any time the City makes or notifies UHM of what UHM considers to be an adverse change in any of the bus service or routing covered by this MOA, the dissatisfied party shall so advise the other party by certified mail indicating in specific detail the nature and basis of its dissatisfaction. The party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days from its receipt; if such corrections are not made to the reasonable satisfaction of the complaining party within said period, the complaining party may terminate this MOA upon forty-five (45) days written notice.

23. All accounts shall be settled on a pro-rated basis in the event of termination of this MOA prior to its full term.

24. The Parties agree that the City will provide UHM and the ASUH with periodic progress reports in the area listed below:

The City will assign more environmentally friendly and hybrid buses to routes servicing UHM and the nearby community based on availability and operational factors.

25. The Parties warrant that each has the authority to enter into this MOA and that any approvals required of and by the Parties have been obtained and are valid for the full term of this MOA.

26. This MOA embodies the whole agreement and understanding of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this MOA shall supersede all previous communications, representations, or agreements either verbal or written, between the Parties hereto. This MOA cannot be modified except by an instrument in writing, signed by each of the Parties.

IN WITNESS WHEREOF, the City and UHM have executed this MOA by their duly authorized officers or agents on the day and year above first written.

CITY AND COUNTY OF  
HONOLULU

UNIVERSITY OF HAWAII

\_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
Its: Director of Budget and Fiscal Services

\_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
Its: Vice Chancellor for Students

APPROVED AS TO CONTENT

\_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
Its: Director of Transportation Services

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
Deputy Corporation Council

CITY COUNCIL  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII  
C E R T I F I C A T E

**RESOLUTION 12-146, CD1**

Introduced: 06/18/12 By: ERNEST MARTIN (BR)

Committee: TRANSPORTATION

Title: RESOLUTION AUTHORIZING THE CITY AND COUNTY OF HONOLULU TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE UNIVERSITY OF HAWAII AT MANOA TO EXTEND THE STUDENT FEE-BASED U-PASS PROJECT TO PROVIDE BUS PASSES TO ALL ENROLLED UNIVERSITY OF HAWAII AT MANOA STUDENTS.

Links: [RES12-146](#)  
[RES12-146, CD1](#)  
[CR-235](#)

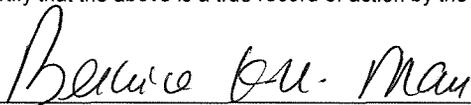
Voting Legend: Y= Aye, Y\* = Aye w/Reservations, N = No, A = Absent, ABN = Abstain

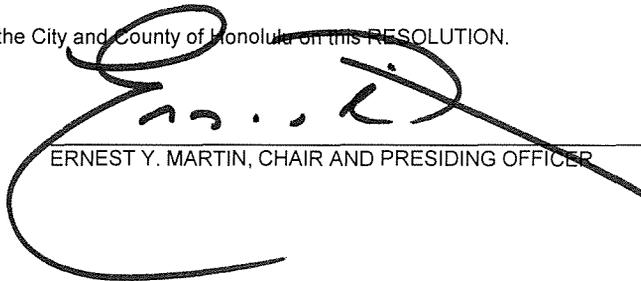
---

TRANSPORTATION	06/28/12	CR-235 – RESOLUTION REPORTED OUT OF COMMITTEE FOR ADOPTION AS AMENDED IN <u>CD1</u> FORM.							
COUNCIL	07/11/12	CR-235 AND RESOLUTION 12-146, CD1 WERE ADOPTED.							
ANDERSON	Y	BERG	N	CACHOLA	Y	CHANG	Y	GABBARD	Y
GARCIA	Y	HARIMOTO	Y	KOBAYASHI	Y	MARTIN	Y		

---

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.

  
BERNICE K. N. MAU, CITY CLERK

  
ERNEST Y. MARTIN, CHAIR AND PRESIDING OFFICER