

TRANSPORTATION SERVICE AGREEMENT  
County Service Area (CSA) T-1 Project

This TRANSPORTATION SERVICE AGREEMENT is entered into effective this 1st day of January, 2014, (this "Agreement") between the CENTRAL CONTRA COSTA TRANSIT AUTHORITY ("CCCTA"), a joint exercise of powers entity created, existing and in good standing under California Government Code Sections 6500, *et seq.*, and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("County").

RECITALS

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

A. County Service Area T-1 ("CSA T-1") was formed on March 24, 2006 as a dependent special district of the County. CSA T-1 was formed for the purpose of financing extended public transit services for the residents within the boundaries of CSA T-1 (see Attachment 1 hereto for the boundary map of CSA T-1).

B. The County wishes to implement a demand responsive, flexible, free shuttle service (as described herein, the "CSA T-1 Free Shuttle") in order to serve and benefit the residents of CSA T-1 by funding the transit fares for the CSA T-1 Free Shuttle service with the funds collected from the residents within the CSA T-1 boundaries.

C. CCCTA has determined that it is in the public interest and within the scope of CCCTA's powers to provide public transit services, specifically the proposed CSA T-1 Free Shuttle, and is willing to operate this service as a one-year demonstration project provided that all costs will be paid by the County.

D. The County desires to give CCCTA full operational and managerial discretion consistent with the terms of this Agreement and applicable law over the means by which the public transportation services contemplated by this Agreement will be delivered.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the parties agree as follows:

1. Term. The term of this Agreement shall begin on January 1, 2014, and remain in effect until December 31, 2014, unless earlier terminated by either party as provided for in

Section 16 below. No later than 180 days before expiration of this Agreement, the parties will meet to review the effectiveness of the CSA T-1 Free Shuttle project and to determine the future continuation of service.

2. CSA T-1 Free Shuttle. CCCTA agrees to operate the CSA T-1 Free Shuttle as follows:

a. The CSA T-1 Free Shuttle will operate weekdays from 6:00 a.m. to 10:00 a.m. and 3:00 p.m. to 7:00 p.m. in the service corridors between CSA T-1, the Bay Area Rapid Transit (“BART”) Walnut Creek station, and the Dublin/Pleasanton BART station, as depicted on Attachment 1 hereto.

b. During the peak periods (from 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m., each a “Peak Period”), the CSA T-1 Free Shuttle will only stop within CSA T-1 boundaries, at the Walnut Creek BART station, in Bishop Ranch business park, at the Dublin/Pleasanton BART station, and the Sycamore Valley Road Park and Ride lot. The parties understand and agree that it is difficult for a single shuttle to travel to and from CSA T-1 to the Walnut Creek BART station, and from CSA T-1 to the Dublin/Pleasanton BART station within a single Peak Period. Initially, the priority of the CSA T-1 Free Shuttle will be to provide service from CSA T-1 into the Walnut Creek BART station corridor. CCCTA will monitor demand for the CSA T-1 Free Shuttle and make the necessary adjustments based on demand.

c. During the off-peak periods (from 9:00 a.m. to 10:00 a.m. and 3:00 p.m. and 4:00 p.m., each an “Off-Peak Period”) the CSA T-1 Free Shuttle may stop at other locations within the 1.5 mile corridor along Camino Tassajara and I-680. The alternative other location stops may include, but are not limited to, government buildings, medical facilities, recreation destinations, shopping centers, workplaces, etc. To be eligible for additional CSA T-1 Free Shuttle stops, the alternative locations will need to allow the shuttle driver to complete these trips within an Off-Peak Period.

d. The CSA T-1 Free Shuttle will be a demand responsive, flexible public transit service for travel to and from CSA T-1 that is open to the public. The exact routes will be determined by demand. Riders must be traveling from or to CSA T-1. Riders will contact CCCTA to request and reserve service. Based on the demand, CCCTA will determine the most efficient route for the CSA T-1 Free Shuttle.

3. Marketing. CCCTA will develop a marketing plan for the CSA T-1 Free Shuttle Service. CCCTA will create a direct mail flyer to CSA T-1 residents describing the CSA T-1 Free Shuttle. Prior to finalizing and mailing the direct mail flyer, CCCTA will submit a draft to the County for approval. The County will respond back with any comments within 30 days. An initial kick-off of the CSA T-1 Free Shuttle may include rider incentives, such as gift cards, for those willing to try the services. CCCTA will also market this service on its website.

4. Compensation. In consideration for providing the CSA T-1 Free Shuttle, the County agrees to pay CCCTA \$159,000 a year, consisting of \$156,000 for shuttle services and \$3,000 for marketing. The \$156,000 for shuttle services is based on 10 hours per weekday for 260 weekdays at the rate of \$60 per hour. The 10 hours per weekday is based on eight hours of service time plus two hours of deadhead. The deadhead is for bus travel to or from the CCCTA garage and a terminus point where the CSA T-1 Free Shuttle begins or ends.

5. Holidays. The CSA T-1 Free Shuttle will not operate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day.

6. Buses.

a. *Maintenance*. CCCTA shall provide, or cause to be provided, at its sole discretion, a bus in good condition and repair for the performance of the services contemplated by this Agreement. CCCTA shall service and perform preventative maintenance on the buses pursuant to its standard operating policies. Buses shall be neat and clean.

b. *Accessibility*. All vehicles provided for service under this Agreement shall be fully accessible to persons with disabilities as required under the Americans With Disabilities Act (ADA) of 1990.

7. Drivers. CCCTA shall provide the number of drivers necessary to perform the services required under this Agreement. CCCTA shall require that the drivers have training consistent with, and experience similar to, drivers of similar CCCTA routes. Drivers shall hold valid California Class B motor vehicle licenses.

8. Manner of Payment. The County will compensate CCCTA for the CSA T-1 Free Shuttle on a monthly basis in twelve equal installments of \$13,250. CCCTA will invoice the County on a monthly basis for amounts due. The County shall pay the amounts due within 45 days of receipt of CCCTA's invoice.

9. Fare Structure. The CSA T-1 Free Shuttle will be a free shuttle service that is open to the public for travel to and from CSA T-1.

10. Monitoring Performance. CCCTA will monitor the performance of the CSA T-1 Free Shuttle monthly, and meet with the County as needed to review and consider possible modifications to the CSA T-1 Free Shuttle, if appropriate. On the 15<sup>th</sup> of each month, CCCTA will submit the following data to the County for the prior month:

- a. Total passengers per run per day;
- b. Ridership by destination;
- c. Available seats;
- d. Operation cost;
- e. Vehicle service hours; and
- f. Vehicle service miles.

11. Compliance with Laws. CCCTA shall comply with all laws, regulations and orders of any federal, state, county, regional or municipal authority applicable to the services called for under this Agreement.

12. Indemnification and Hold Harmless. CCCTA shall indemnify and hold harmless the County, its officers, agents or employees against any and all liability, losses, damages, claims or expenses for injury to or death of any person, or damage to or loss of property, including but not limited to the County's property, to the extent caused by the negligent acts or omissions or willful misconduct of CCCTA or its agents or employees in providing the transportation services described in this Agreement. This provision shall not apply to the extent that such losses, liabilities, damages, expenses or claims are caused by the negligence or willful misconduct of the County or its officers, agents or employees. This provision shall survive termination of this Agreement.

13. Independent Contractor. In performing under this Agreement, CCCTA shall act at all times as an independent contractor. Nothing contained herein shall be construed or applied so as to create the relationship of principal and agent, or of employer and employee, between the County and CCCTA or its agents or employees.

14. Notices. All required or permitted payments, reports, demands and notices may be sent by U.S. mail. Notices that are mailed shall be deemed delivered two (2) business days after deposited in the U.S. mail. Notices may be personally delivered and shall be deemed delivered at the time delivered to the appropriate address set forth below. Until notified otherwise in writing, CCCTA shall send or deliver all such communications relating to this Agreement to the following address:

Contra Costa County Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Attention: Jason Chen, Associate Civil Engineer

And, the County shall send all such communications to the following address:

Central Contra Costa Transit Authority  
2477 Arnold Industrial Way  
Concord, CA 94520  
Attention: Anne Muzzini, Director of Planning and Technical Services

15. Records and Audit of Financial Records. CCCTA shall maintain true and complete records in connection with the CSA T-1 Free Shuttle and all transactions related thereto, and shall retain all such records for at least thirty-six (36) months after the end of the calendar year in which the service is performed. The County may from time to time, and at any time during the period of time CCCTA is obligated to retain records, make an audit of all records of CCCTA relating to the CSA T-1 Free Shuttle; but only for the purpose of assessing the accuracy of reports or information received from CCCTA.

16. Termination of Agreement. Either party may terminate this Agreement by giving written notice of termination to the other, which shall specify the effective date of termination. The notice of termination shall be given at least 30 days before its effective date. Upon termination, CCCTA shall submit a written closing statement to the County for all amounts due from the County for services provided up to the effective date of termination. The County will pay all amounts due that are set forth in CCCTA's closing statement within 45 days of receipt of the closing statement. Except for those provisions surviving the termination of this Agreement, as of the effective date of termination, CCCTA shall be released from any obligations under this Agreement to provide the CSA T-1 Free Shuttle service.

17. No Third Party Beneficiaries. This Agreement is not for the benefit of any person or entity other than the parties, and shall not be construed to confer any rights to third parties.

18. No Assignment. Neither party may assign any rights, or transfer any obligations under this Agreement without the prior written consent of the other party.

19. Entire Agreement; Amendment. This Agreement is the entire agreement of the parties here relating to the subject matter herein and supersedes all prior negotiations and understandings with respect thereto. CCCTA and the County each acknowledges that it has not relied upon any promise, representation or warranty not expressly set forth in this Agreement in executing this Agreement. Changes affecting the obligations of the parties set forth in this Agreement shall be by written amendment signed by both parties.

20. Severability. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

21. Headings. The descriptive headings used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of its provisions.

22. Time of Essence. Time is of the essence in this Agreement.


23. Waiver. No waiver by either party of any default or breach of any covenant by the other hereunder shall be implied from any omission to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and then such a waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. No waiver of any provision under this Agreement shall be effective unless in writing and signed by the waiving party.

24. Controlling Law. This Agreement and all matters relating to it shall be governed by the laws of the State of California.

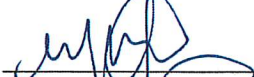
25. Authority. Each party executing this Agreement represents and warrants that it is authorized to do so.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date and year first above written.

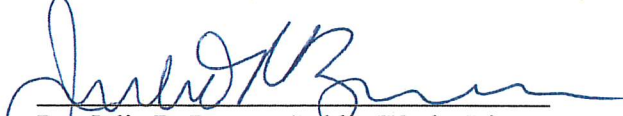
CENTRAL CONTRA COSTA TRANSIT AUTHORITY

  
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By: Rick Ramacier, General Manager

APPROVED AS TO FORM:

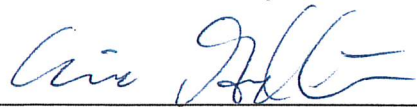
  
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By: Madeline Chun, Legal Counsel  
Central Contra Costa Transit Authority

CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT

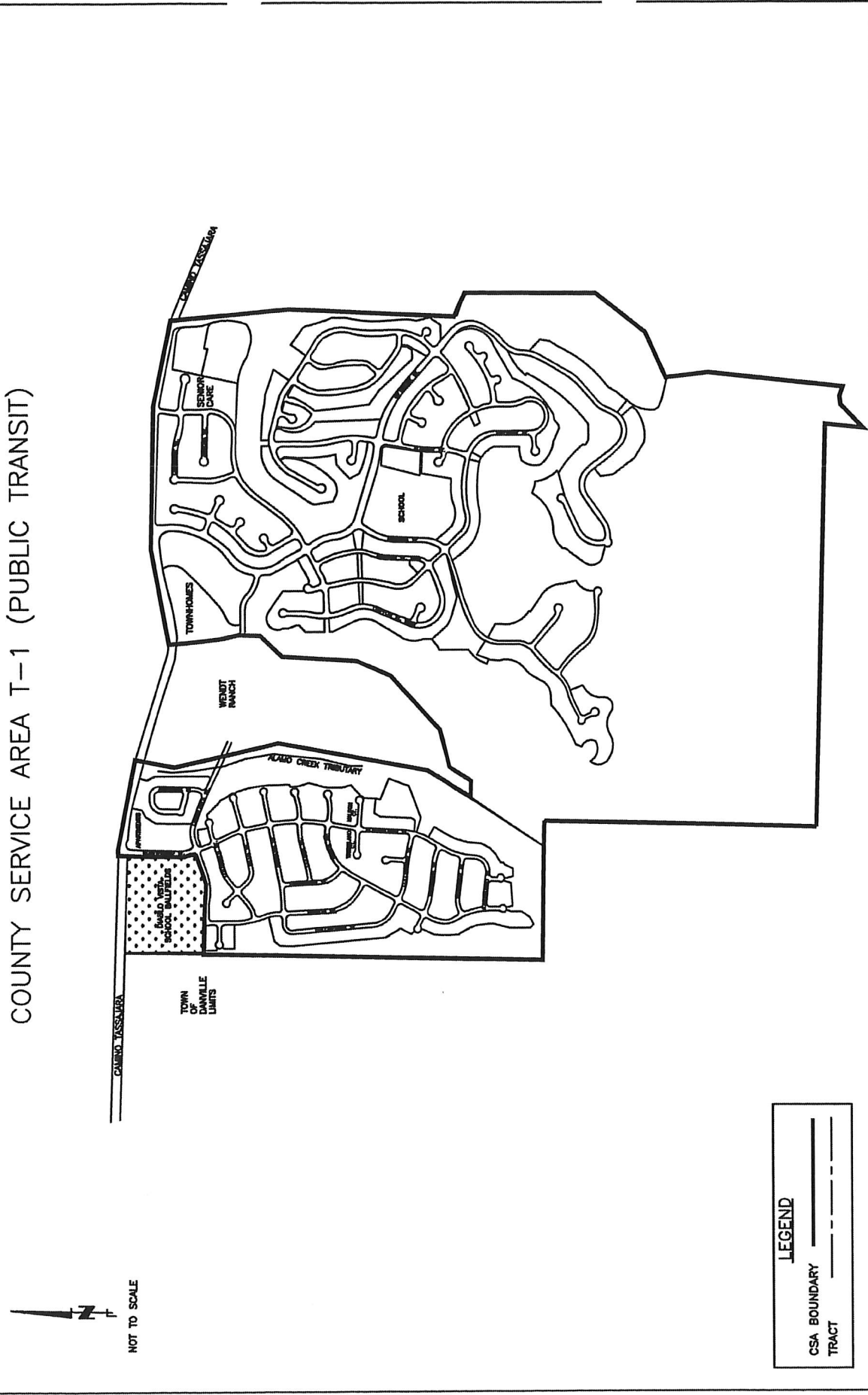
  
\_\_\_\_\_  
By: Julia R. Bueren, Public Works Director

APPROVED AS TO FORM:

Sharon L. Anderson, County Counsel

By:   
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Eric Gelston, Deputy County Counsel

# COUNTY SERVICE AREA T-1 (PUBLIC TRANSIT)



**LEGEND**

- CSA BOUNDARY (solid line)
- TRACT (dashed line)



