

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 2 day of May, 2022 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and ALAMEDA-CONTRA COSTA TRANSIT DISTRICT, a special district whose address is 1600 FRANKLIN STREET, OAKLAND, CA 94612 (the “**Provider**”), in reference to the following facts and circumstances:

### **RECITALS**

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The City is in need of the following services: A free bus pass program to offer seniors and people with disabilities with disproportionately lower income in Alameda for unlimited access to local rides on AC Transit. A three-year pilot program would offer a Pay-per-Ride model that would be assessed by actual boardings at a senior or disabled Clipper card rate. Provider was selected on a sole source basis because

AC Transit is the only public transportation operator that provides bus service to the City of Alameda. In January 2020, the City began providing free bus passes to low-income Mastick Senior Center members and issued 62 passes as part of the City’s EasyPass program, which was not designed for senior centers but is a residential- or employer-based program; as a result, City staff is including a reimbursement to AC Transit for these initial free bus passes in the agreement along with the upcoming three-year pilot program.

C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Provider desire to enter into an agreement for an Affordable Transit Pass Three-Year Pilot Program for Seniors and People with Disabilities, upon the terms and conditions herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

#### **1. TERM:**

The term of this Agreement shall commence on the 2 day of May 2022, and shall terminate on the 30th day of June 2025, unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to two (2) additional years. Any extension shall be documented in a signed amendment. In the event that the parties agree to extend the Agreement, all provisions of the Agreement shall remain unchanged with the exception that the compensation shall be adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.

## **2. SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

## **3. COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total three-year compensation for this Agreement shall not exceed \$673,000, which includes contingency monies.

Compensation for work done under this Agreement shall not exceed as follows:

2020 and 2021 reimbursement for EasyPasses:	\$23,000
FY 22-23 total compensation shall not exceed	\$175,000
FY 23-24 total compensation shall not exceed	\$215,000
FY 24-25 total compensation shall not exceed	\$260,000
<b>Total:</b>	<b>\$673,000</b>

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

## **4. TIME IS OF THE ESSENCE:**

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

## **5. STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

## **6. INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its

employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

**7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

**8. NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

**9. HOLD HARMLESS:**

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from the Provider's performance of its obligations under this Agreement only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of the Provider in connection to this agreement. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

**10. INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

\_\_\_\_\_  
Provider Initials

**b. COVERAGE REQUIREMENTS:**

Provider shall maintain insurance coverage and limits at least as broad as:

**(1) Workers' Compensation:**

Statutory coverage as required by the State of California.

**(2) Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other
 Property Damage:	 \$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) [Intentionally omitted.]

(5) [Intentionally omitted.]

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to

contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

**11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

**13. APPROVAL OF SUB-PROVIDERS:**

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

#### **14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

#### **15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

#### **16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda  
Planning, Building and Transportation Department  
2263 Santa Clara Avenue, Room 190  
Alameda, CA 94501  
ATTENTION: Gail Payne, Senior Transportation Coordinator  
Ph: (510) 747-6892 - [gpayne@alamedaca.gov](mailto:gpayne@alamedaca.gov)

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

AC Transit  
1600 Franklin Street  
Oakland, CA 94612  
ATTENTION: Nichele Laynes, Acting Director of Marketing & Communications  
Ph: (510) 891-4879 - [nlaynes@actransit.org](mailto:nlaynes@actransit.org)

f. Updated insurance certificates from Provider to City shall be addressed to City at:

City of Alameda  
Planning, Building and Transportation Department  
2263 Santa Clara Avenue, Room 190  
Alameda, CA 94501



ATTENTION: Gail Payne, Senior Transportation Coordinator  
 Ph: (510) 747-6892 - [gpayne@alamedaca.gov](mailto:gpayne@alamedaca.gov)

## **18. SAFETY:**

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

## **19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

## **20. ATTORNEYS' FEES:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorney's fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the

prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney's office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

**21. HEALTH AND SAFETY REQUIREMENTS.**

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section. [See Certification of Compliance attached.]

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

**23. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**24. WAIVER:**

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

**26. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

**27. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**28. SIGNATORY:**

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.


**29. CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

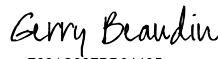
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IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.


AC TRANSIT  
A Special District

  
\_\_\_\_\_  
Michael A. Hursh  
General Manager

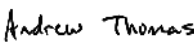
CITY OF ALAMEDA  
A Municipal Corporation

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Gerry Beaudin  
Interim City Manager

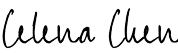
APPROVED AS TO FORM AND CONTENT:

  
\_\_\_\_\_  
Jill A. Sprague  
General Counsel

RECOMMENDED FOR APPROVAL

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Andrew Thomas  
Planning, Building and Transportation  
Director

APPROVED AS TO FORM:  
City Attorney

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Celena H. Chen  
Chief Planning Counsel

## **Certification of Compliance With the City of Alameda's Vaccination Requirement**

The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated<sup>1</sup> against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

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By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.  
I declare under penalty of perjury that the foregoing is true and correct.

AC Transit  
[Name of Entity]

Date: 3/25/2022 | 8:56 AM PDT

  
By: [Name of Authorized Individual]  
Its [Title]  
General Manager

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<sup>1</sup> For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).

**TO:** AC Transit Board of Directors  
**FROM:** Michael A. Hursh, General Manager  
**SUBJECT:** City of Alameda Affordable Senior/Disabled Transit Pass Program

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**ACTION ITEM**

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**RECOMMENDED ACTION(S):**

Consider authorizing the General Manager to execute an agreement with City of Alameda for an Affordable Senior/Disabled Transit Pass Three-Year Pilot Program.

**STRATEGIC IMPORTANCE:**

Goal - Financial Stability and Resiliency  
Initiative - Financial Efficiency and Revenue Maximization

The City of Alameda assessed senior and disabled transportation needs in the county and identified an approach to meet those needs. This three-year pilot to increase senior and disabled transportation access to necessities, such as health appointments and grocery shopping.

**BUDGETARY/FISCAL IMPACT:**

AC Transit is to be paid in full for the number of total rides taken by participant and reimbursed for the additional administrative and direct costs, billed on a monthly basis.

**BACKGROUND/RATIONALE:**

AC Transit previously partnered with Alameda County Transportation Commission (Alameda CTC) and launched a successful Student Transit Pass Program (STPP) that provided low-income middle and high school students across Alameda County with an institutional pass loaded Clipper card allowing unlimited access to local rides on AC Transit. Started as a three-year pilot program in 2016, the program has become such a tremendous benefit to the student participants that the program has been funded until 2024.

The City of Alameda has previously expressed interest in a senior and disabled transit pass program to assist those disproportionately lower income Alameda residents with funding their transportation needs. In coordination with the City of Alameda, staff is seeking Board approval to offer seniors and people with disabilities with disproportionately lower income in Alameda a program with unlimited access to local rides on AC Transit similar to the STPP. Given the fact that many seniors and people with disabilities are on a fixed income, this program would allow those eligible to travel on transit without having to make difficult choices and running the risk of being unable to cover necessary expenses, such as rent, medication, or doctor’s fees.

The pilot program with the City of Alameda would offer a Pay-per-Ride model that would enable senior and disabled participants with an institutional pass for unlimited local line ridership. Fares would be assessed by boarding at a senior or disabled Clipper rate. The City will be seeking

approval for a \$175,000 annual expenditure from their City Council on February 15, 2022, for a three-year pilot program. The \$175,000 would allow up to 315 participants with an estimated ridership average of 33 rides per month in a Pay-per-Ride model, although invoicing will be based on actual boardings from Clipper cards. Fare revenue for subsequent pilot years will depend on the number of seniors included in the pilot and the number of boardings.

As this is not a program identified in Board Policies 333 or 334, Board of Directors approval is required prior to program development. This program will be a tremendous benefit for East Bay disabled and senior residents. The initial program will start with 65 seniors enrolled in Mastick Senior Center. The City of Alameda will be seeking City Council approval subsequently after the AC Transit Board of Directors' vote.

### **Program Extension**

AC Transit's "Pay-per-Ride" model can provide adult or youth Clipper cards loaded with an institutional pass allowing for access to unlimited rides on AC Transit. Institutional passes are not available on senior or disabled cards in the current Clipper system, so the eligible population needs to be defined up front to allow for the proper ride pricing. This model could be extended to other cities that are willing to provide funding. Currently staff is aware that the West Contra Costa Transportation Advisory Committee (WCCTAC) is also interested in such a program and will be starting discussions with the City of San Pablo.

### **ADVANTAGES/DISADVANTAGES:**

This is an opportunity for the District to support an important service to seniors and disabled riders in increasing the use of transit, focusing on seniors and people with disabilities with disproportionately lower income, potentially improving boarding time and fare collection.

The Pay-per-Ride model as opposed to the Pass model allows maximizing the number of seniors in the program. Attachment 1 itemizes program pricing for pilot. With an estimated 315 participants in the first pilot year, the District will receive approximately \$172,826. Estimating additional 50 participants annually, the second year brings a total of 365 participants and will receive \$211,553; and the third and final pilot year having 415 participants will receive \$258,869.

### **ALTERNATIVES ANALYSIS:**

No changes to current process. Seniors and disabled riders will continue to purchase fare media at local vendors or transit ticket offices.

### **PRIOR RELEVANT BOARD ACTION/POLICIES:**

None.

### **ATTACHMENTS:**

1. Estimated Pilot Program Pricing

**Prepared by:**

Margaret Tseng, Customer Services Manager

**Approved/Reviewed by:**

Beverly Greene, Executive Director of External Affairs, Marketing & Communications

Jill A. Sprague, General Counsel

Chris Andrichak, Chief Financial Officer

Nichele Laynes, Acting Director of Marketing & Communications



**STAFF REPORT 22-130 ATTACHMENT 1****Estimated Pilot Program Pricing****First Year Pilot Program Pricing (for 315 Low Income Senior Participants)**

<b>Transit Pass Estimates</b>	<b>Pay-per-Ride Model</b>
Estimated Number of Participants	315
Estimated Number of Rides per Person/Month	33*
Annual Estimated Pilot Fare Revenue	\$ 157,482
<b>Adult Clipper Card</b>	
New Cards (\$3.00/card)	\$945
Estimated Replacement Cards (~100 cards/year x \$3 balance transfer fee)	\$ 300
Shipping Costs (USPS)	\$250
<b>Staffing Estimate</b>	
Administrative Coord (52 hours), Temporary Administrative Coord (62 hours), Senior Marketing Rep (25 hours)	\$ 9,944
<b>Marketing</b>	
Brochures, est. for 1000 pieces @ avg. \$0.60 ea.	\$600
Print and Online Ads	\$3,203
Annual Formstack (online application)	\$100
<b>Total First Year Pilot Program Pricing</b>	<b>\$ 172,826</b>

\*Based on 400 trips/participant annually

**Second Year Pilot Program Pricing (for 365 Low Income Senior Participants)**

<b>Transit Pass Estimates</b>	<b>Pay-per-Ride Model</b>
Estimated Number of Participants	365
Estimated Number of Rides per Person/Month	33*
Annual Estimated Pilot Fare Revenue	\$ 200,000
<b>Adult Clipper Card</b>	
New Cards (\$3.00/card)	\$150
Estimated Replacement Cards (~100 cards/year x \$3 balance transfer fee)	\$ 300
Shipping Costs (USPS)	\$90
<b>Staffing Estimate</b>	
Administrative Coord (42 hours), Temporary Administrative Coord (15.5 hours), Senior Marketing Rep (25 hours)	\$ 7,110

<b>Marketing</b>	
Brochures, est. for 500 pieces @ avg. \$0.60 ea.	\$600
Print and Online Ads	\$3,203
Formstack (online application)	\$100
<b>Total Second Year Pilot Program Pricing</b>	
(with 50 new participants – Total 365 participants)	<b>\$211,553</b>

### Third Year Pilot Program Pricing (for 415 Low Income Senior Participants)

<b>Transit Pass Estimates</b>	<b>Pay-per-Ride Model</b>
Estimated Number of Participants	415
Estimated Number of Rides per Person/Month	33*
Annual Estimated Pilot Fare Revenue	\$ 247,315
<b>Adult Clipper Card</b>	
New Cards (\$3.00/card)	\$150
Estimated Replacement Cards (~100 cards/year x \$3 balance transfer fee)	\$ 300
Shipping Costs (USPS)	\$90
<b>Staffing Estimate</b>	
Administrative Coord (42 hours), Temporary	
Administrative Coord (15.50 hours), Senior	
Marketing Rep (25 hours)	\$ 7,110
<b>Marketing</b>	
Brochures, est. for 00 pieces @ avg. \$0.60 ea.	\$600
Print and Online Ads	\$3,203
Formstack (online application)	\$100
<b>Total Third Year Pilot Program Pricing</b>	
(with 50 new participants – Total 415 participants)	<b>\$258,869</b>

## **Exhibit B**

### **2020, 2021 and early 2022 Free Bus Pass Reimbursement**

**2020 – 1st six months:** 20 passes x 15 trips/month \* 6 months = 1,800 trips \* \$1.12/ride = \$2,016

**2020 – 2nd six months:** 30 passes x 15 trips/month \* 6 months = 2,700 trips \* \$1.12/ride = \$3,024

**2021 – 1st six months:** 50 passes x 15 trips/month \* 6 months = 4,500 \* \$1.12/ride = \$5,040

**2021 – 2nd six months:** 62 passes x 15 trips/month \* 6 months = 5,580 \* \$1.12/ride = \$6,250

**2022 – 1st four months:** 62 passes x 15/trips/month \* 4 months = 3,720 \* \$1.12 = \$4,166

**Sub-total** = \$20,496

**New Cards** (\$3/card) for 62 cards: \$186

**Estimated replacement of cards:** \$60

**Staffing:** \$2,258

**Total:** \$23,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 560 Mission Street, 6th Floor San Francisco CA 94105	<b>CONTACT NAME:</b> Linh Campero <b>PHONE (A/C, No, Ext):</b> 415-403-1406 <b>FAX (A/C, No):</b> 415-874-4811 <b>E-MAIL ADDRESS:</b> lcampero@alliant.com														
<b>INSURED</b> Alameda-Contra Costa Transit District (AC Transit) 1600 Franklin Street Oakland CA 94612	<b>ACTRANS-01</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Princeton Excess &amp; Surplus Lin</td> <td>10786</td> </tr> <tr> <td>INSURER B: Safety National Casualty Corpo</td> <td>15105</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Princeton Excess & Surplus Lin	10786	INSURER B: Safety National Casualty Corpo	15105	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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## COVERAGES

CERTIFICATE NUMBER: 1013581048

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$1M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		N1-A3-RL-0000100-07	4/26/2022	4/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SIR \$2M <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		N1-A3-RL-0000100-07	4/26/2022	4/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	SP4066498	4/26/2022	4/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$2M SIR per Occu E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers are named as additional insureds as respects the Service Provider Agreement for City of Alameda for an Affordable Senior/Disabled Transit Pass Three-Year Pilot Program, located at City of Alameda.

Term of Agreement shall begin on March 25, 2022 and shall end on June 30, 2025.

Blanket waiver of subrogation applies under the workers compensation per form to follow from carrier.

Workers' Compensation coverage is for Evidence of Coverage Only - Additional Insured status does not apply.  
See Attached...

DS

Lc

5/2/2022

## CERTIFICATE HOLDER

## CANCELLATION

City of Alameda, Planning, Building and Transportation Department, Attn: Gail Payne, Senior Transportation Coordinator 2263 Santa Clara Avenue, Room 190 Alameda CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2022

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<b>PRODUCER</b> Alliant Insurance Services, Inc. 560 Mission Street, 6th Floor San Francisco CA 94105	<b>CONTACT NAME:</b> Linh Campero <b>PHONE (A/C, No. Ext):</b> 415-403-1406 <b>FAX (A/C, No):</b> 415-874-4811 <b>E-MAIL ADDRESS:</b> lcampero@alliant.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Princeton Excess & Surplus Lin <span style="float: right;"><b>NAIC #</b> 10786</span>	
<b>INSURER B:</b> Lexington Insurance Company <span style="float: right;"><b>NAIC #</b> 19437</span>	
<b>INSURER C:</b> Safety National Casualty Corpo <span style="float: right;"><b>NAIC #</b> 15105</span>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 369079468 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$1M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N1-A3-RL-0000100-07	4/26/2022	4/26/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SIR \$2M <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	N1-A3-RL-0000100-07	4/26/2022	4/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SP4066498	4/26/2022	4/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$2M SIR per Occu E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability \$5M			021391556	4/26/2022	4/26/2023	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Alameda, its City Council, boards commissions officials, employees and volunteers are named as additional insureds under the general liability per policy. The District hereby grants a waiver of any right to subrogation which any insurer of the District may acquire against City by virtue of the payment of any loss under such insurance per policy.

Workers' Compensation coverage is for Evidence of Coverage Only – Additional Insured status does not apply.

Subject to policy terms, conditions and exclusions.

## CERTIFICATE HOLDER

## CANCELLATION

City of Alameda  
 Gail Payne, Transportation Coordinator Base Reuse  
 and Transportation Planning Dept. City Hall  
 2263 Santa Clara Avenue  
 Alameda CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

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ADDITIONAL REMARKS SCHEDULE

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Alameda-Contra Costa Transit District (AC Transit) 1600 Franklin Street Oakland CA 94612
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Subject to policy terms, conditions and exclusions.

# THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

## RETAINED LIMIT POLICY CHANGES

Named Insured <b>Alameda Contra Costa Transit District</b>	Endorsement Number
Policy Number <b>N1-A3-RL-0000100-06</b>	Endorsement Effective <b>04/26/2021</b>

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

AUTOMOBILE LIABILITY COVERAGE PART  
GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

The following is added to the definition of **Insured** in the Liability Conditions, Definitions And Exclusions section of the policy:

- g. With respect to **Bodily Injury** and/or **Property Damage** under both the Automobile Liability Coverage Part and the General Liability Coverage Part, any person or organization with whom you have agreed in a written contract or written agreement to assume the Tort Liability for a specified activity or operation is an **Insured** with regards to such specified activity or operation. However, this insurance only applies with respect to liability for **Bodily Injury** or **Property Damage** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

The following provisions also apply:

- (1) The written contract or written agreement must be in effect at the inception of the **Policy Period** or become effective during the **Policy Period**; and
- (2) The written contract or written agreement must be executed prior to the **Bodily Injury** or **Property Damage**.

Subject to the paragraphs above, any such person's or organization's status as an **Insured** ends when any of the following first occurs: this policy terminates; the written contract or written agreement terminates; or the specified activity or operation terminates.

Tort Liability means liability that would be imposed by law in the absence of any contract or agreement.

All other terms and conditions remain unchanged.