

THIS PRINT COVERS CALENDAR ITEM NO.: 7.2
FOR THE MEETING OF: October 27, 2006

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Approval of the Memorandum of Understanding (MOU) between TJPA and the San Francisco Bay Area Water Transit Authority (WTA), in the amount of \$60,000, to provide updated transbay corridor ridership studies.

SUMMARY:

- Under a contract with the WTA, Cambridge Systematics (Cambridge) has been engaged to perform ridership studies on the transbay corridor.
- Metropolitan Transportation Commission, Alameda-Contra Costa Transit District, and TJPA will benefit from updated transbay corridor ridership information and have agreed to fund the ridership studies.
- TJPA is proposing to enter into an MOU with WTA, in the amount of \$60,000, to have Cambridge perform Transbay corridor ridership forecasts for the Transbay Transit Center.
- The results of the ridership study will be used to develop a Transbay travel model to support the calculation of passenger facilities charges (PFCs) that are planned for repayment of the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan. The final results of the ridership study will be presented to the TJPA Board in early calendar year 2007.
- TJPA has included funding for updated ridership studies in its FY 2006-07 budget.

RECOMMENDATION:

Approve the MOU between TJPA and WTA to provide updated ridership studies for the Transbay travel model in the amount of \$60,000.

ENCLOSURES:

1. MOU between TJPA and WTA
2. Contract
3. Resolution

**TRANSBAY JOINT POWER AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The Transbay Joint Powers Authority (TJPA) is a joint powers agency organized and existing under the laws of the State of California; and

WHEREAS, The San Francisco Bay Area Water Transit Authority (WTA) Board of Directors authorized the WTA Chief Executive Officer to enter into a professional services contract with Cambridge Systematics to perform ridership studies on the transbay corridors in the Southern Bridge Group; and

WHEREAS, The WTA-Cambridge Systematics contract was procured and awarded in accordance with applicable law; and

WHEREAS, TJPA will benefit from updated transbay corridor ridership information and desires to obtain the results of ridership studies being performed by WTA; and

WHEREAS, TJPA has included funding for updated ridership studies in its FY 2006-07 budget; now, therefore, be it

RESOLVED, That the Transbay Joint Powers Authority Board approves the Memorandum of Understanding (MOU) between TJPA and the WTA to provide updated ridership studies for the transbay corridor in the amount of \$60,000.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting of October 27, 2006.

Secretary, Transbay Joint Powers Authority

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TRANSBAY JOINT POWERS AUTHORITY
AND
THE SAN FRANCISCO BAY AREA WATER TRANSIT AUTHORITY
FOR THE PERFORMANCE OF RIDERSHIP STUDIES

This Memorandum of Understanding (MOU) is entered into this 27th day of October 2006, by and between the Transbay Joint Powers Authority (hereafter "TJPA" or "Authority") and the San Francisco Bay Area Water Transit Authority (hereafter "WTa").

RECITALS

A. The Water Transit Authority (WTa) Board of Directors has authorized the WTa Chief Executive Officer to enter into a professional services contract with Cambridge Systematics to perform ridership studies of the transbay corridors in the Southern Bridge Group. A copy of the contract is attached.

The WTa-Cambridge Systematics contract was procured and awarded in accordance with applicable law.

B. TJPA will benefit from updated transbay corridor ridership information and desires to obtain the results of ridership studies being performed by WTa.

C. TJPA has included funding for updated ridership studies in its FY 2006-07 budget.

NOW THEREFORE, in consideration of the terms and conditions set forth herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. TJPA agrees to pay WTa up to \$60,000 as its share of the costs of the transbay ridership studies being performed under the WTa-Cambridge Systematics contract.
2. TJPA will pay WTa within 30 days following receipt of the results of the ridership studies and of receipt of an invoice supporting the expenditures. In no event shall the TJPA be liable for interest or late charges for any late payments.
3. The Parties agree that this MOU shall expire on February 28, 2007.
4. Neither TJPA, nor any director, officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by WTa under or in connection with any work, authority or jurisdiction delegated to WTa under this MOU. It is understood and agreed that WTa shall fully defend, indemnify and hold harmless TJPA, its directors, officers, agents and employees from all claims, suits, or actions of every nature, kind and description brought for or on account of injury or

damage occurring by reason of anything done or omitted to be done by WTA under or in connection with any work, authority, or jurisdiction delegated to WTA under this MOU.

5. Neither WTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TJPA under or in connection with any work, authority or jurisdiction delegated to TJPA under this MOU. It is understood and agreed that TJPA shall fully defend, indemnify and hold harmless WTA, its directors, officers, agents and employees from all claims, suits, or actions of every nature, kind and description brought for or on account of injury or damage occurring by reason of anything done or omitted to be done by TJPA under or in connection with any work, authority, or jurisdiction delegated to TJPA under this MOU.
6. This MOU may only be modified by written agreement of the Parties.
7. This MOU is entered into in the State of California and shall be interpreted in accordance with the laws of the State of California.

WHEREFORE, the Parties have executed this MOU as of the day first written above.

FOR THE TJPA

FOR THE WTA

Maria Ayerdi, Executive Director

Steve Castleberry, Chief Executive

Approved as to form:
