

**MEMORANDUM OF UNDERSTANDING  
FOR COORDINATED TRANS-BAY ADA PARATRANSIT SERVICES  
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO  
AND THE SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**

This Memorandum of Understanding ("MOU") is entered into between the City and County of San Francisco ("CITY"), by and through its Public Transportation Commission ("PTC"), and the San Francisco Bay Area Rapid Transit District ("BART").

**W I T N E S E T H**

**WHEREAS**, The CITY is a municipal corporation chartered under the Constitution of the State of California and empowered by the Constitution and the CITY charter to operate a local transit system (hereinafter referred to as "MUNI") and

**WHEREAS**, The PTC is empowered by the CITY Charter to manage and control the Public Transportation Department, which department has the responsibility for all public transportation functions of the CITY other than the Port and Airport, including Muni; and

**WHEREAS**, BART is a rapid transit district duly created and acting under the laws of the State of California, operating a public transit system in Alameda, Contra Costa, San Francisco and San Mateo counties;

**WHEREAS**, BART and the CITY are responsible for the provision of ADA paratransit to eligible individuals with disabilities in their respective service areas; and

**WHEREAS**, BART's responsibility to provide ADA paratransit includes the requirement to provide ADA paratransit services within its service area in San Francisco as well as between its service area in Alameda and Contra Costa Counties and its service area in San Francisco and Northern San Mateo Counties, these trips being generally referred to as "Trans-Bay" paratransit trips; and

**WHEREAS**, on February 22, 1995, BART and the CITY executed a cost-sharing agreement, through which MUNI provides ADA paratransit services on behalf of BART for trips which are in San Francisco; and

**WHEREAS** this cost-sharing agreement does not address the Trans-Bay trips which BART must provide; and

**WHEREAS** BART and MUNI are in agreement that a high level of coordination between them would render the Trans-Bay service which BART must provide more efficient to administer and easier for eligible patrons to use; and

**WHEREAS**, BART has contracted with a paratransit broker to provide paratransit services within its service area, including Trans-Bay paratransit trips; and

**WHEREAS**, The CITY has contracted with a paratransit broker to provide paratransit services within its service area; and

**WHEREAS**, Both BART's and the CITY's paratransit brokers perform their duties in part by contracting with paratransit providers, including paratransit brokers for other transit agencies; and

**WHEREAS**, The CITY and BART are entering into this MOU for the purpose of coordinating the Trans-Bay service between the parties, through their respective paratransit brokers.

**FOR AND IN CONSIDERATION** of the mutual promises contained herein, the parties agree as follows:

I. Responsibilities of the Parties

A. BART and the CITY agree to direct their paratransit brokers to enter into a contractual arrangement in order to implement services specified under this MOU.

B. BART will direct its Paratransit Broker to:

1. Provide the full length of any Trans-Bay paratransit trip as long as the trip is between the BART/AC Transit combined service area in the East Bay and the BART and MUNI service area in San Francisco and Northern San Mateo Counties ("WestBay").
2. For each trip, determine whether or not the West Bay end of the trip falls within three-quarters of a mile of a BART station.
3. For any trip which originates or terminates within three-quarters of a mile of a BART station, charge the patron a fare in accordance with the paratransit fare structure adopted by BART and AC Transit. For any trip which originates or terminates more than three-quarters of a mile from a BART station but less than three-quarters of a mile of MUNI light-rail or bus stop, charge the patron a fare in accordance with the paratransit fare structure adopted by BART and AC Transit, plus an additional fare which is equal to the average fare paid by a patron using MUNI's paratransit system. (This fare is currently \$.80.)

4. For trips which originate or terminate beyond BART's service area but within MUNI's service area, calculate the distance from the nearest BART station to the West Bay end of the trip.
  5. Maintain records necessary for the verification of each Trans-Bay trip provided under this MOU (e.g. the time, date, origin and destination addresses, carrier, fare collected, etc.).
  6. On a mutually agreeable schedule, submit a report to MUNI's paratransit broker, detailing the service provided on behalf of the CITY, as well as an invoice detailing the costs for this service and the fares collected.
- C. The CITY will direct its paratransit broker to:
1. Upon receipt and review of a service report (as described in Section 1.B.6 above), pay BART's paratransit broker for the service which the broker provided on behalf of the CITY.
- D. The rate of payment shall be \$2.00 per mile (calculated in air miles) from the West Bay end of the trip to the nearest BART station, less any fares collected by BART's Paratransit Broker.

## II. Auditing

- A. BART, the CITY, and their paratransit brokers shall have full access to all records regarding services provided pursuant to this MOU. Said parties shall provide access to records during normal business hours upon reasonable notification.
- B. All records shall be maintained for a period of three years after the MOU ceases to be in effect.

## III. Term of MOU

- A. This MOU shall be in effect until June 30, 1999, unless earlier terminated as hereinafter provided.
- B. This MOU may be extended for additional five-year periods upon mutual agreement of the parties which agreement shall be in writing.
- C. This MOU may be terminated by either party for any reason giving ninety (90) days written notice to the other.

IV. Notices

A. For BART

Bay Area Rapid Transit  
Attn: Ronald L. Brooks, Paratransit Services Coordinator  
800 Madison Street, Rm. 430  
Oakland, CA 94607  
Tel: (510) 464-6184  
Fax (510) 464-6196

B. For the CITY:

Public Transportation Department  
Attn: Annette Williams, Accessible Services Manager  
949 Presidio Avenue  
San Francisco, CA 94115  
Tel (415) 923-6142  
Fax (415) 923-6306

V. Effective Date of MOU

This MOU shall be effective as of February 26, 1996.

VI. General Provisions

- A. This MOU shall be deemed to be made in, and shall be construed in accordance with, the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of the MOU shall be in San Francisco
- B. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions, hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
- C. All captions are for reference only and shall not be considered construing this Agreement.
- D. This MOU sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This MOU may only be modified in writing.
- E. Should any part of this MOU be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect. Should the severance of any part of this MOU materially affect any other rights and obligations of the parties hereunder, the parties will negotiate in good faith to amend this MOU in a manner satisfactory to the parties.
- F. The City urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood or tropical hardwood product.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed, in quadruplicate, by their authorized officers, on the day and year first hereinabove written.

**CITY AND COUNTY OF SAN FRANCISCO**

Public Transportation  
Commission Resolution No. 95-170

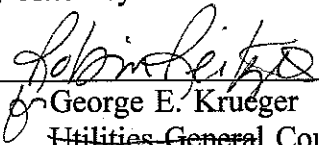
By   
For Director of Public Transportation

ATTEST:

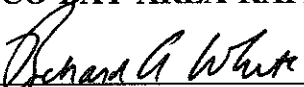
  
Secretary, PTC

**APPROVED AS TO FORM:**

Louise H. Renne  
City Attorney

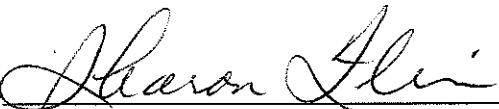
By:   
George E. Krueger  
~~Utilities General Counsel~~  
Transportation

**SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT**

By:   
Richard White, General Manager

**APPROVED AS TO FORM**

Sherwood Wakeman, General Counsel

By:   
Office of the General Counsel