

*STAFF REPORT**CITY OF OCEANSIDE*

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DATE: May 20, 2009

TO: Honorable Mayor and City Council Members

FROM: Neighborhood Services Department

SUBJECT: **APPROVAL OF AN AGREEMENT FOR THE EXTENSION OF BUS SERVICES TO EL CORAZON SENIOR CENTER AND MAINTENANCE OF BUS ROUTE ROADWAYS**

**SYNOPSIS**

Staff recommends that the City Council approve an agreement with North County Transit District (NCTD) for the extension of bus services to El Corazon Senior Center and maintenance of bus route roadways, and authorize the City Manager to sign the Agreement.

**BACKGROUND**

On October 17, 2001, the City Council approved a planning and community assessment process for the development of a satellite senior center in the eastern area of the City resulting in the formation of a group comprised of community leaders, commissioners, and staff; more well known as the Senior Center Steering Committee. After several meetings, the committee recommended that a second senior center be constructed that would be easily accessible to seniors in the eastern area of the City and would have easy access to public transit.

In 2008, the Sprinter Train began operations with a sprinter station located at the southwest corner of Oceanside Boulevard and Rancho Del Oro Drive, approximately 3,500 feet downhill from the El Corazon Senior Center.

**ANALYSIS**

The Rancho Del Oro Sprinter Station is located approximately 3,500 feet downhill from the El Corazon Senior Center and is too far for seniors to easily access public transportation to and from the center. NCTD, as the operator of BREEZE bus services within the City of Oceanside, is willing to extend the bus service to the center prior to and after a stop at the Sprinter station to make public transit accessible for seniors traveling to the center.

The extended bus service requires NCTD to enter City property via Senior Center Drive into the center parking lot. When operating bus services off of public roadways, NCTD requires indemnification and hold harmless agreements from the property owner to serve

the property. With the City Council's approval of this agreement, NCTD will have the necessary indemnification to operate services to the El Corazon Senior Center.

**FISCAL IMPACT**

The extension of bus services and maintenance of route roadways will not have any additional impact to the General Fund above and beyond the City's current obligation to maintain its roadways without regard to this agreement.

**COMMISSION OR COMMITTEE REPORT**

Due to time constraints, this agreement was not put on the Senior Commission agenda. However, the Senior Commission has provided feedback to staff during regularly scheduled meetings of the commission that a bus service to the doors of the El Corazon Senior Center is needed and desired by the senior community.

**CITY ATTORNEY ANALYSIS**

The referenced agreement has been reviewed by the City Attorney and approved as to form.

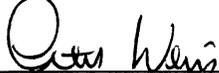
**RECOMMENDATION**

Staff recommends that the City Council approve an agreement with North County Transit District (NCTD) for the extension of bus services to El Corazon Senior Center and maintenance of bus route roadways, and authorize the City Manager to sign the Agreement.

**PREPARED BY**

  
Megan Crooks  
Management Analyst

**SUBMITTED BY**

  
Peter A. Weiss  
City Manager

**REVIEWED BY:**

Michelle Skaggs Lawrence, Deputy City Manager



Margery Pierce, Neighborhood Services Director



George Buell, Development Services Director



Scott O. Smith, City Engineer



David DiPierro, City Traffic Engineer



Attachment: Agreement

**AGREEMENT FOR EXTENSION OF BUS SERVICES  
TO EL CORAZON SENIOR CENTER AND MAINTENANCE  
OF BUS ROUTE ROADWAYS**

THIS AGREEMENT FOR EXTENSION OF BUS SERVICE AND MAINTENANCE OF BUS ROUTE ROADWAYS ("Agreement") is made as of \_\_\_\_\_, 2009, between the NORTH COUNTY TRANSIT DISTRICT ("NCTD"), and the CITY OF OCEANSIDE ("CITY"). Herein, NCTD and the CITY are sometimes individually referred to as the "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, NCTD operates its BREEZE bus service ("Service") within the City of Oceanside; and

WHEREAS, the City owns certain real property on which the El Corazon Senior Center ("Center") is located; and

WHEREAS, the Parties each desire that NCTD extend the Service to the Center, upon the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**AGREEMENT**

1. **Service to Center.** NCTD agrees to extend the Service to the Center, according to the agreed-upon route depicted in Exhibit "A" to this Agreement ("Route"), commencing on June 1, 2009. Notwithstanding anything herein to the contrary, the Service is provided on a voluntary basis and NCTD expressly reserves the right to unilaterally make any changes to and/ or cancel the Service or the Route based on any operational and/or funding issues. Any revision(s) to the Route shall be considered to be incorporated into Exhibit "A" as of the effective date of such revision(s) and the term "Route" as used herein shall be considered to include any such revision(s). NCTD will make reasonable efforts to provide notice to the City in advance of the effective date of changes or cancellation of the Service or the Route.

2. **Maintenance of Route Roadways.** The City shall be solely responsible for maintaining in good repair the Route roadways and keeping the Route open and unobstructed. City shall waive any claims and hold NCTD harmless from any normal wear and tear to roadway pavement arising out of normal operation of the Service on the Route. Notwithstanding the foregoing, however, NCTD shall be solely responsible for and shall indemnify and hold City harmless from any damages to City roadways or other right of way caused by NCTD's irregular or negligent operation of the Service including but not limited to unsafe operation of buses or use of roadways, drives or roads not specified in the Route. The City shall notify NCTD immediately upon discovering any such damages and NCTD shall have the option to either cause the prompt repair of the damages or compensate the City for the cost of the repair of the damages.

3. **Indemnification and Hold Harmless—City's Obligations.** With respect to activities related to NCTD's provision of Service to the Center, the City agrees to protect, save, defend and hold harmless NCTD and its Board members, officers, agents and/or employees from any and all claims, liabilities, expenses or damages of any nature, including attorney's fees, for injury or death of any person, or damage to property, or interference with use of property, to the extent arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by City or its employees, officers and/or agents. This hold harmless agreement shall apply to all types of liability incidents regardless of whether or not any other insurance policies apply.

4. **Indemnification/Hold Harmless Agreement – NCTD's Obligations.** With respect to activities related to NCTD's provision of Service to the Center, NCTD agrees to protect, save, defend and hold harmless City and its Councilmembers, officers, agents and/or employees from any and all claims, liabilities, expenses or damages of any nature, including attorney's fees, for injury or death of any person, or damage to property, or interference with use of property, to the extent arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by NCTD or its employees, officers and/or agents. This hold harmless agreement shall apply to all types of liability incidents regardless of whether or not any other insurance policies apply.

5. **General.**

- a. **Integrated Agreement; Modification.** This Agreement contains all the agreements of the Parties and cannot be amended or modified except by a written agreement.
- b. **Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.
- c. **Notices.** Any notices required to be provided hereunder shall be sent to the following addresses:

NCTD:  
NCTD  
ATTN: DIR OF OPS  
810 MISSION AVE.  
OCEANSIDE, CA 92054

CITY:  
City of Oceanside  
Attn: Public Works Director  
300 North Coast Highway  
Oceanside, CA 92054

or such other address as the Parties may hereafter designate in writing.

City of Oceanside El Corazon Senior Center and  
NCTD Breeze Bus Service Route and Maintenance Agreement  
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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first  
written above.

Signed by NCTD:

Date:

Thomas Lichterman

5-1-09

THOMAS LICHTERMAN, DIRECTOR OF OPERATIONS  
Print Name and Title

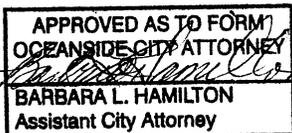
Signed by City of Oceanside

Date:

\_\_\_\_\_

\_\_\_\_\_

Print Name and Title



# El Corazon Senior Center Bus/Shuttle Ingress and Egress

