

To: Board of Directors

Date: 04/08/2025

From: John Sanderson, Director of ADA and Specialized Services

Reviewed by: *Ref*

SUBJECT: Automated Driving Systems (ADS) Project Update

Background:

In 2019, the Contra Costa Transportation Authority (CCTA) was awarded a \$7.5 million grant from the Federal Transit Administration (FTA) to be used for the development and demonstration of Automated Driving System (ADS) technology in Contra Costa County. The CCTA program includes three projects: an autonomous shuttle demonstration in Rossmoor, installation and testing of smart road technology on the I-680 corridor, and the ADS pilot in Martinez. County Connection is a partner on the Martinez pilot along with May Mobility – a private autonomous vehicle developer.

Total costs for the Martinez pilot project were estimated at just over \$2.7 million, with CCTA contributing about \$1 million in direct support for the project and May Mobility's in-kind contribution valued at approximately \$1.2 million. County Connection's in-kind contribution is in the form of the Autonomous Vehicle Operator (AVO) labor hours needed for the pilot project, with a commitment of three full-time-equivalent personnel for one year. Up to three additional AVO positions are funded by CCTA. The total AVO labor cost to be paid by County Connection is estimated at roughly \$500,000, of which about half is reimbursable by CCTA. The ADS pilot began operations in September 2024, with service restricted to certain hospital outpatients from 2:00 (PM?) to 6:00 PM and open to the public from 6:00 (PM?) to 10:00 PM, Monday through Friday. The AVOs are members of the Amalgamated Transit Union (ATU) and are employed by County Connection's paratransit contractor, Transdev.

Project Update:

The ADS pilot provided service without serious incident from mid-September 2024 until mid-January 2025, during which time the program provided 191 passenger trips in just under 4,000 hours of service. On January 14, one of the pilot vehicles was involved in a minor accident, while on-route and traveling in autonomous mode. Fortunately, damage to both vehicles was minor, and there were no serious injuries. The January 14 accident did however shine a spotlight on the insurance coverage and provisions in place for the pilot project.

Per the project agreement between May Mobility and CCTA, May Mobility provides the necessary insurance. However, upon review following the accident, Transdev's Legal and Risk Management teams determined that the project overall was seriously underinsured, and that the gaps in coverage could expose CCTA, County Connection, Transdev, and the AVOs themselves to substantial liability. Based on that risk, On January 28, the AVOs were removed from ADS service and the pilot operations suspended pending: 1) the procurement (if necessary) of an umbrella/excess liability policy covering the remainder

of the pilot project in all regards, 2) the execution of an agreement between May Mobility and Transdev guaranteeing May Mobility's provision of insurance coverage for the remainder of the pilot, and 3) the ratification of an amendment to the agreement between County Connection and Transdev, adding the provision of AVOs for the ADS pilot to Transdev's scope of work, and documenting the rates to be charged.

Although the service suspension was initially anticipated to last only a few days, it took just over two months to resolve the issue. Complications included the agreement between May Mobility and Transdev, which involved trade secrets and required a level of trust on the part of both companies, and the excess liability insurance, which proved to be unavailable on the US insurance market and had to be procured from a firm in London. Service was ultimately restored on Friday, April 4.

Financial Implications:

The service suspension did result in some temporary savings to County Connection, since no AVO hours were billed for February or March, however even before the service began operating it was anticipated that the term of the pilot was likely to be extended into FY2026. County Connection's costs associated with the ADS project are well within the amounts included in the FY2025 and FY2026 budgets.

Recommendation:

Attachment 1 – Transdev Amendment 1

**FIRST AMENDMENT TO
OPERATING AGREEMENT REGARDING
PROFESSIONAL SERVICES FOR ADA PARATRANSIT SERVICES
BETWEEN COUNTY CONNECTION AND TRANSDEV**

THIS FIRST AMENDMENT (“1st Amendment”) is made as of July 1, 2024, by and between COUNTY CONNECTION (“COUNTY CONNECTION” or “AUTHORITY”) and TRANSDEV SERVICES, INC. (“CONTRACTOR”), referred to herein as "PARTY" or "PARTIES".

WHEREAS, on July 1 2022, the PARTIES entered into an agreement for the provision of ADA paratransit services, and certain other specialized accessible transportation services (“Agreement”); and

WHEREAS, county connection has entered into a memorandum of understanding with the CONTRA COSTA TRANSPORTATION AUTHORITY (CCTA) and MAY MOBILITY, INC., under which COUNTY CONNECTION will arrange for Autonomous Vehicle Operators (AVOs) to work on CCTA’s Autonomous Driving System (ADS) Demonstration Program (PROGRAM) (“MOU”); and

WHEREAS, the parties now wish to amend the July 1, 2022, agreement to include the CONTRACTOR’s provision of qualified AVOs and associated personnel resources in support of the PROGRAM; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. CONTRACTOR agrees to provide at least three (3), full-time AVOs for the PROGRAM and more by if requested by COUNTY CONNECTION up to a maximum of eight (8) full-time equivalent (FTE) positions, in accordance with this amendment and the PROGRAM scope of work, included as Attachment A.
2. CONTRACTOR agrees to provide such supervision and management support for the PROGRAM as may be required and as mutually agreed upon by the PARTIES.
3. COUNTY CONNECTION agrees to compensate CONTRACTOR for all payroll hours incurred by CONTRACTOR in service of the contract at the rates set forth in the table below for the period beginning July 1, 2024, and ending June 30, 2025.

Position	Hourly Rate		Annual Hours
	Straight Time	Overtime	Est. per FTE
AVO	\$ 36.38	\$ 54.57	2,080
Supervisor	\$ 39.97	\$ 58.46	48
Management Support	\$ 79.98	N/A	24

4. COUNTY CONNECTION guarantees that all AVO work assignments (runs) associated with the PROGRAM will include not less than thirty-five (35) and, whenever feasible, at least forty (40) paid hours per week.
5. CONTRACTOR agrees that all PROGRAM service schedules, including AVO runs as necessary, will be determined by COUNTY CONNECTION, in consultation with CONTRACTOR and other PROGRAM partners, to best meet PROGRAM goals. All revenue service under the PROGRAM is expected to occur between 6:00 AM and 10:00 PM, Monday through Friday.
6. COUNTY CONNECTION reserves the right to reject any AVO candidate proposed by CONTRACTOR, or direct CONTRACTOR to remove or replace any AVO from participation in the PROGRAM at any time, for any reason or no reason.
7. Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

In witness whereof, the parties have executed this amendment by their duly authorized officers as of the date first above written.

COUNTY CONNECTION:

DocuSigned by:
By: William G. Church III
B111 Church III

Title: General Manager

CONTRACTOR:

Signed by:
By: Carmen Alba
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DocuSigned by:
maureen jacobson
D990ABEDF14D46A...

Title: SVP Transit VP Finance