

**FUNDING AGREEMENT
BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
SAN MATEO COUNTY TRANSIT DISTRICT
FOR
ALLOCATION OF MEASURE M FUNDS**

THIS AGREEMENT, entered into this _____ day of _____ 2016, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS, a Joint Powers Agency within the County of San Mateo, hereinafter called “C/CAG” and the SAN MATEO COUNTY TRANSIT DISTRICT, a public agency, hereinafter called “District.”

WITNESSETH

WHEREAS, California Government Code Section 65089.20 authorized C/CAG to impose an additional vehicle registration fee of up to ten dollars (\$10) (the “\$10 VRF”) on each motor vehicle registered within the county, to be used for transportation-related congestion and pollution mitigation programs and projects; and

WHEREAS, on November 2, 2010, the San Mateo County voters approved Measure M, which imposes an additional \$10 VRF on each motor vehicle registered within the county, effective May 2011 and continuing for a period of 25 years; and

WHEREAS, the 5-Year Measure M Implementation Plan (Fiscal Year 2016/17 – 2020/21) approved by the C/CAG Board in April 2016, stipulates that twenty-two percent (22%) of the net revenue collected, approximately \$1,400,000 annually, is allocated to the Countywide Transit Operations and Senior Transportation Program (the “Program”); and

WHEREAS, the District is designated as the agency that will receive the annual funding allocation, on a reimbursement basis, for implementation of the Program; and

WHEREAS, C/CAG and the District desire to enter into a formal funding agreement for the allocation of Measure M funds for the Program.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties hereto, as follows:

1. SCOPE OF SERVICES

The District shall serve as the lead agency for implementing the Program, which is further described in Exhibit A attached hereto and incorporated herein.

2. TIME OF PERFORMANCE

This Agreement is effective for two (2) years, and shall become effective for Fiscal Year 2016-17, commencing on July 1, 2016 and terminating on June 30, 2018. Either party may terminate the Agreement without cause by providing thirty (30) days' advance written notice to the other party.

3. FUNDING AND METHOD OF PAYMENT

- a) C/CAG agrees that the District is entitled to 22% of the net Measure M revenue collected, estimated at approximately \$1,400,000 per fiscal year, for the Program, which C/CAG agrees to pay the District on a reimbursement basis.
- b) C/CAG shall provide the District the actual allocation amount annually once all Measure M revenue is collected for the applicable fiscal year.
- c) The District shall submit billings on a quarterly basis accompanied by the activity reports and paid invoices issued by the District's contractor or District's progress payments as proof that Program services were rendered and paid for by the District, delivered or mailed to C/CAG as follows:

City/County Association of Governments
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: John Hoang

- d) Upon receipt of the invoice and its accompanying documentation, C/CAG shall pay the amount claimed under each invoice, up to the maximum amount available pursuant to this Agreement, within thirty (30) days of receipt of the invoice.
- e) Subject to duly executed amendments, it is expressly understood and agreed that in no event will the total funding commitment under this agreement exceed 22% of the net Measure M revenue collected, estimated at approximately \$1,400,000 per fiscal year, unless revised in writing and approved by C/CAG and the District.

4. AMENDMENTS

Any changes in the services to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by C/CAG and the District. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

5. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To C/CAG: City/County Association of Governments
 555 County Center, 5th Floor
 Redwood City, CA 94063
 Attention: John Hoang

To The District: San Mateo Transit District
1250 San Carlos Avenue
San Carlos, CA 94070
Attention: April Chan

6. INDEPENDENT CONTRACTOR

The parties agree and understand that the work/services performed by either of the parties or any consultant retained by either of the parties under this Agreement are performed as independent contractors and not as employees or agents of the other party. Nothing herein shall be deemed to create any joint venture or partnership arrangement between the District and C/CAG.

7. MUTUAL HOLD HARMLESS

- a. The District shall defend, save harmless and indemnify C/CAG, and its directors, officers, agents and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the District, its directors, officers, agents and/or employees.
- b. C/CAG shall defend, save harmless, and indemnify the District, and its directors, officers, agents and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of C/CAG, its directors, officers, agents and/or employees.
- c. In the event of concurrent negligence of the District, its directors, officers, agents and/or employees, and C/CAG, its directors, officers, agents and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

IN WITNESS WHEREOF, the Agreement has been executed by the parties hereto as of the day and year first written above.

SAN MATEO COUNTY
TRANSIT DISTRICT

CITY/COUNTY ASSOCIATION OF
GOVERNMENTS

Jim Hartnett, Executive Director

Alicia C. Aguirre, C/CAG Chair

Approved as to form:

Attorney for the District

Counsel for C/CAG

EXHIBIT A

SCOPE OF WORK

Countywide Transit / Senior Mobility Programs

The San Mateo County Transit District (District) is proposing to use Measure M funding to cover costs related to paratransit and senior mobility programs provided by SamTrans.

For FY16, the total paratransit budget is \$16.7 M. Passenger fares cover approximately 6 percent of the costs while sales tax proceeds are used cover 23 percent, or \$3.9 M. Other sources of revenue are Measure A money from San Mateo County, San Mateo County Transportation Authority (SMCTA) Measure A funds, Transportation Development Act funds and interest income. Proposed Measure M funds will help offset the use of sales tax and, possibly, increases in future costs of paratransit service due to increased demand.

Background

Paratransit is public transportation for people with disabilities who cannot independently use regular SamTrans bus service some of the time or all of the time. SamTrans provides paratransit using Redi-Wheels on the bayside of the County and RediCoast on the Coastside. Trips must be prearranged.

All of SamTrans' buses are accessible, and many persons with disabilities are able to use the regular fixed-route bus service. The entire fleet of fixed-route buses is equipped with wheelchair lifts or ramps and a kneeling feature to make boarding easier.

SamTrans offers paratransit customers a financial incentive to use fixed-route services. Redi-Wheels and RediCoast ADA certified customers who possess a valid Redi-Wheels or RediCoast ADA identification card are allowed to ride all regular fixed-route SamTrans trips without paying a fare. Personal care attendants accompanying Redi-Wheels or RediCoast ADA customers are also allowed to ride all regular fixed-route SamTrans trips without paying a fare.

The Americans with Disabilities Act of 1990, better known as the ADA, is federal legislation that guarantees persons with disabilities full and equal access to the same services and accommodations that are available to people without disabilities. The ADA requires public transit operators to provide paratransit service to persons with disabilities that is comparable to the level of fixed-route service provided. Persons with disabilities who cannot independently ride fixed-route transit may be eligible for paratransit service.

Statistics

In fiscal year 2014, Redi-Wheels and RediCoast vehicles and contracted taxis provided over 307,000 trips and approximately 184,000 hours of service.

Redi-Wheels alone carried approximately 277,000 customer trips in fiscal year 2014. Of these, 139,000 trips were made by seniors 65 years of age or older. A number of these trips were made by lift-equipped vehicles. However, approximately 60,000 trips were made by ambulatory seniors who can ride in a regular sedan and do not require special equipment.

Measures of Effectiveness

SamTrans will provide C/CAG with performance measure criteria to assess the effectiveness of the Redi-Wheels program including but not limited to: a) hours of service per month, b) number of trips per month, and number of individuals who ride in a given month, c) cost per passenger. The Redi-Wheels program includes sub-contracted taxi services.

In addition, SamTrans will also provide C/CAG with metrics illustrating Redi-Wheels contractors' performance relative to established goals, which include: a) Miles between preventable accidents: 70,000 miles between preventable accidents, b) Productivity (passengers per hour): 1.70 passengers per hour, c) Service-related complaints per thousand customers: 2.5 complaints per thousand customers or less d) Incoming call wait time: 1.5 minutes or less, and e) On time performance: 90%.

I. SENIOR MOBILITY PROGRAM

SamTrans' annual Senior Mobility Program is founded on the *San Mateo County Senior Mobility Action Plan* (2006) that includes the following "Senior Transportation" service strategies.

1. Community Transit Services
 - Promote and coordinate community shuttles and human service transportation services
2. Community-Based Transportation
 - Provide rides through a network of coordinated transportation providers
 - Create a volunteer driver program
3. Encouraging Use of Transit
 - Encourage the use of public transit through volunteer Mobility Ambassadors
 - Establish a veterans' mobility corps to provide vet-to-vet volunteer training
4. Information and Assistance
 - Provide a printed Senior Mobility Guide that inventories existing transportation services
 - Developing an online Mobility Management Center that provides user-friendly information on travel options
 - Provide trip planning and information about available transportation services
 - Provide information in a variety of different languages and mediums
5. Safe Driving
 - Promote older driver safety programs
6. Taxicab Services
 - Support the acquisition of accessible taxi vehicles
 - Support countywide taxi regulation
7. Walking
 - Promote improvements that remove barriers to pedestrian activity by older adults

The Senior Mobility Program is supported by the following County and regional planning documents:

- The Metropolitan Transportation Commission *Coordinated Public Transit/Human Services Transportation Plan* recommends county-wide mobility management, including public/private partnerships, to address uncoordinated service, and uncoordinated information. The Plan also recommends the establishment of enhanced

- local information and referral systems to address the lack of comprehensive mobility information.
- The *San Mateo County Area Agency on Aging 4-Year Plan* goals and objectives include:
 - Support options for increased mobility.
 - Explore partnerships and collaborations to improve transportation options
 - Support opportunities to remain socially connected to friends, family and other activities.

Measures of Effectiveness

SamTrans will provide C/CAG with performance measure criteria to assess the effectiveness of the program including but not limited to the following: number of organizations outreached, number of individuals participated, number of community meetings held, type of collateral material distributed or made available to seniors.