

**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 _____, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, 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 San Mateo County (“County”), to be used for transportation-related congestion and pollution mitigation programs and projects; and

WHEREAS, on November 2, 2010, the 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 (“FY”) 2016/17 – 2020/21) approved by the C/CAG Board of Directors 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

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 one (1) year commencing on July 1, 2020 and terminating on June 30, 2021. 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 will receive 22% of the net Measure M revenue collected for the Program between July 1, 2020, and June 30, 2021, which revenue C/CAG agrees to pay the District on a reimbursement basis.
- b) From July 1, 2020 through June 30, 2021, if the 22% of net Measure M revenues exceeds \$1,400,000, the District will use excess funding for the senior mobility programs as described in Exhibit B. Should the net revenues fall below \$1,400,000, C/CAG will only reimburse the District up to the actual amount received.
- c) C/CAG shall provide any excess funding as described in b), above, to the District once all Measure M revenue is collected for the applicable FY.
- d) The District shall submit billings at least semi-annually, 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, mailed or emailed to C/CAG as follows:

City/County Association of Governments
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Kim Wever
kwever@smcgov.org

- e) The District shall submit an annual report summarizing performance data specified in Exhibit A; and providing various measures of effectiveness for the Redi-Wheels and Senior Mobility Programs. This annual report shall be provided with the final reimbursement request.
- f) Upon receipt of an 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.
- g) 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 unless revised in writing and approved by C/CAG and the District.

4. AUDIT

- a) The District agrees to maintain, or cause to be maintained, adequate records to document and demonstrate to C/CAG and auditors the receipt and expenditures of funds.
- b) The District agrees to allow C/CAG to audit all expenditures relating to the project/program funded through this Agreement.
- c) For the duration of the project and for five (5) years following completion of the Project, the District will make available to C/CAG, or to an independent auditor

selected by C/CAG all records relating to project performance and expenses incurred in implementing the Project.

5. 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.

6. 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: Kim Wever

To The District: San Mateo County Transit District
 1250 San Carlos Avenue
 San Carlos, CA 94070
 Attention: Peter Skinner

7. 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.

8. INDEMNITY AND HOLD HARMLESS

The District shall indemnify and save harmless C/CAG and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of the District under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including the District or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from the District's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by

the concurrent active or passive negligence of C/CAG and/or its officers, agents, employees, or servants. However, the District's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which C/CAG has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct. The duty of the District to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

This indemnification provision will survive termination or expiration of this Agreement.

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

Marie Chuang, 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 District is proposing to use Measure M funding to cover costs related to paratransit and senior mobility programs provided by the District.

For FY 2020 the total paratransit budget is \$20.47 M. Passenger fares cover approximately 6 percent of the costs while sales tax proceeds cover 23 percent, or \$3.9 M. Other sources of revenue are Measure A funds from the San Mateo County Transportation Authority, 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 District bus service some of the time or all of the time. The District provides paratransit using Redi-Wheels on the bayside of the County and RediCoast on the Coastsid. Trips must be prearranged.

All of the District's 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.

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

The ADA is a federal law 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 FY 2018, Redi-Wheels and RediCoast vehicles and contracted taxis provided over 354,000 trips and approximately 146,500 hours of service.

Redi-Wheels alone carried almost 309,000 customer trips in FY 2019. Of these, 173,000 trips were made by seniors 65 years of age or older. A number of these trips were made by lift-equipped vehicles. However, approximately 202,000 trips were made by ambulatory riders who

can ride in a regular sedan and do not require special equipment. (Note: Trips made by ambulatory seniors were approximately 136,000.)

Measures of Effectiveness

The District shall 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, the District 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) Service-related complaints per thousand customers: 2.5 complaints per thousand customers or less
- c) Incoming call wait time: 1.5 minutes or less, and
- d) On time performance: 90%.

I. SENIOR MOBILITY PROGRAM

The District's annual Senior Mobility Program is founded on the *San Mateo County Senior Mobility Action Plan* (2006). *The Mobility Plan for Older Adults and People with Disabilities* (2018) updated the document. Strategies and recommended programs include:

1. Countywide Mobility Management
 - Mobility Management Center (Phone and web site)
 - Improve Coordination and Information Sharing
2. Leverage Private On-Demand Transportation Services
 - Taxi Fare Subsidy Pilot Program and Strategies for Increasing Wheelchair-Accessible Taxis
 - Subsidized Ride Sourcing Programs with Telephone Booking
3. Community Transportation Services
 - Flexible Route County Transit Services
 - Expand County-Based Transportation Services
4. Encourage Use of Transit
 - Improve and Increase Awareness of Mobility Ambassadors and Veteran Mobility Corps
 - Mobile Accessible Travel Training Bus
5. Promote Safe Driving
 - Continue and Improve Coordination with Local Driver Safety Instruction and Safe Driving Information
6. Active Transportation and Access to Bus Stops
 - Older Adult Walking Groups

- Safe Routes to Transit and People with Disabilities

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

The District 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.

EXHIBIT B

Additional Senior Mobility Programs

In the event the 22% of net Measure M revenues exceed \$1,400,000, C/CAG and the District will collaborate on the use of additional funding. Funds will be used for senior mobility programs, including, but not limited to the following:

- **Subsidized ride sourcing pilot program with smartphone application booking**

This program would provide subsidized same-day rides to older adults and people with disabilities using Transportation Network Companies, such as Uber or Lyft.

- **Improve and increase awareness of mobility ambassador and veteran's mobility corps program**

This program would seek to increase awareness of existing mobility ambassador and veteran's mobility corps programs through improved marketing. Potential methods for marketing and raising awareness could include:

- Creating a short professional video to promote the program
- Showing the video on local television
- Advertising on the radio and in local newspapers

- **Mobile accessible travel training bus**

This program would transform a retired or soon to be retired low-floor bus to a mobile classroom for training older adults on how to utilize transit services.

- **Flexible-route Community Transit Service**

This program would explore alternative service delivery models to traditional fixed route transit services, and new technologies to provide community transit services for trips within communities and connections to regional transit. Potential alternative service delivery models could include public-private partnerships with microtransit services.

- **Other innovative services/programs**

The District will consult and collaborate with C/CAG on the use of funding for innovative programs.

Measures of Effectiveness

The District 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, number of miles traveled using Transportation Network Companies, number of trainings conducted and feasibility results of alternative service delivery models.