

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SAN MATEO COUNTY TRANSPORTATION AUTHORITY,
AND THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY
FOR THE COUNTYWIDE TRANSPORTATION PLAN UPDATE**

This Memorandum Of Understanding (“MOU”) is entered into as of the ____ day of _____, 20__, by and between the San Mateo County Transportation Authority (“Authority”), a public agency and the City/County Association of Governments of San Mateo County (“C/CAG”), a public joint powers agency (each a “Party” and collectively the “Parties”).

WHEREAS, on February 17, 2017, C/CAG adopted the San Mateo Countywide Transportation Plan 2040; and

WHEREAS, the Metropolitan Transportation Commission (“MTC”) issued new Guidelines for Countywide Transportation Plans in November 2023, and C/CAG desires to utilize consultant services to update the Countywide Transportation Plan and incorporate revisions to the plan related to these guidelines; and

WHEREAS, the Authority and C/CAG desire to work together and collectively participate in funding the cost to update the Countywide Transportation Plan (“Project”); and

WHEREAS, the Parties have agreed that the estimated cost for the Project is \$400,000 and that they will each contribute a cost-share of 50 percent of the Project cost; and

WHEREAS, the Authority will provide a cost-share of 50 percent of the Project cost, up to a maximum contribution of \$200,000, for the Project; and

WHEREAS, C/CAG will provide a cost-share of 50 percent of the Project cost, up to a maximum contribution of \$200,000, for the Project; and

WHEREAS, C/CAG will select and enter into an agreement with a consultant to perform services necessary to complete the Project, as described in Exhibit B to this MOU; and

WHEREAS, C/CAG will be the project sponsor; and

WHEREAS, the Authority will be a project partner.

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

1. **FUNDING AND ROLES AND RESPONSIBILITIES**

The Authority and C/CAG agree to collaborate to deliver the Project in the manner described in Exhibit A.

C/CAG will retain a consultant (Consultant) to provide services necessary to complete the Project, as described in Exhibit B. C/CAG will provide a cost-share of 50 percent of the Project cost of \$200,000.

The Authority will reimburse C/CAG for 50 percent of the total estimated Project cost of \$200,000.

C/CAG will not authorize or require the Consultant to perform tasks related to this MOU that will exceed \$200,000 in Project costs without express written consent of the Parties in the form of an amendment to this MOU.

2. TIME OF PERFORMANCE/TERMINATION

This MOU shall be in effect as of _____ and the MOU will terminate on [insert date] unless further extended by mutual consent of the Parties and unless earlier terminated as herein provided. Any Party may terminate the MOU without cause by providing thirty (30) days' advance written notice to the other Parties.

3. METHOD OF PAYMENT

The Authority agrees to reimburse C/CAG for expenses for the Project as described in Section 1, above, on a cost reimbursement basis. C/CAG will submit invoices to the Authority, accompanied by progress reports prepared by the Consultant and paid invoices issued by the Consultant as proof that services were rendered and paid for by C/CAG. Upon receipt of each invoice and its accompanying documentation, the Authority will pay the specified proportional share (50 percent) claimed under the invoice, up to the maximum amount described by this MOU, within thirty (30) days of receipt of the invoice, delivered or mailed to the Authority as follows:

To AUTHORITY: Attention: Patrick Gilster, Director Planning and Fund Management
San Mateo County Transportation Authority
1250 San Carlos Ave
San Carlos, CA 94070
gilsterp@samtrans.com

To C/CAG: Attention: Sean Charpentier, Executive Director
City/County Association of Governments
555 County Center, 5th Floor
Redwood City, CA 94063
scharpentier@smcgov.org

4. AMENDMENTS

Any modifications to this MOU must be incorporated in written amendments. Any amendments must be executed by the Authority and C/CAG.

5. NOTICES

All notices or other communications to any Party are deemed given when made in writing and delivered or mailed to such Party at its respective addresses as follows:

To AUTHORITY:

Attention: Patrick Gilster, Director Planning and Fund Management
San Mateo County Transportation Authority
1250 San Carlos Ave
San Carlos, CA 94070
gilsterp@samtrans.com

To C/CAG:

Attention: Sean Charpentier, Executive Director
City/County Association of Governments
555 County Center, 5th Floor
Redwood City, CA 94063
scharpentier@smcgov.org

6. INDEPENDENT CONTRACTOR

The Parties agree and understand that the work/services performed by C/CAG or any consultant retained by C/CAG under this MOU are performed as independent contractors and not as employees or agents of the Authority. Nothing herein shall be deemed to create any joint venture or partnership arrangement between the Authority and C/CAG. The Consultant will be under contract with C/CAG and will follow all contractual obligations as set forth in the contract. C/CAG will manage the oversight of the contract and procurement process.

7. ASSIGNMENT

No Party may assign, transfer or otherwise substitute its interest or obligations in this MOU without the prior written consent of the other Parties.

8. MUTUAL HOLD HARMLESS

- a. It is agreed that C/CAG will save harmless and indemnify the Authority and their officers, agents and employees from any and all claims, demands and suits (including any and all costs and expenses in connection therewith) related to the performance of its obligations under this MOU including, but not limited to injuries or damage to persons and/or property which arise out of the terms and conditions of this MOU and which result from the negligent acts or omissions of C/CAG or its officers, agents and/or employees. C/CAG agrees, at its own cost and expense, to defend any and all claims,

demands, suits and legal proceedings brought against the Authority, and their officers, agents and employees or any of them, arising from the negligent acts or omissions of C/CAG or its officers, agents or employees, and to pay and satisfy any resulting judgments.

- b. It is agreed that the Authority will save harmless, and indemnify C/CAG, and their officers, agents and employees from any and all claims, demands and suits (including any and all costs and expenses in connection therewith) related to the performance of its obligations under this MOU including, but not limited to injuries or damage to persons and/or property which arise out of the terms and conditions of this MOU and which result from the negligent acts or omissions of the Authority or its officers, agents and/or employees. The Authority agrees, at its own cost and expense, to defend any and all claims, demands, suits and legal proceedings brought against C/CAG and their officers, agents and employees or any of them, arising from the negligent acts or omissions of the Authority or its officers, agents or employees, and to pay and satisfy any resulting judgments.
- c. This indemnification will survive termination or expiration of the MOU.

9. NON-DISCRIMINATION

The Parties agree that in performing their obligations under this MOU they may not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.

10. COMPLIANCE WITH ALL LAWS

The Parties agree that they must at all times comply with all applicable laws and regulations.

11. SOLE PROPERTY OF THE AUTHORITY AND C/CAG

Work products produced and delivered under this MOU or which are developed, produced and paid for under this MOU, will be and become the joint property of the Authority and C/CAG.

12. ACCESS TO RECORDS

The Authority or any of their duly authorized representatives, will have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this MOU for the purpose of making audit, examination, excerpts, and transcriptions.

The Authority must maintain all required financial records for three years after C/CAG makes final payments and all other pending matters are closed.

13. GOVERNANCE

This MOU will be governed by the laws of the State of California and any suit or action initiated by any Party must be brought in either the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

IN WITNESS WHEREOF, the Parties hereto have affixed their hands on the day and year first above written.

City/County Association of Governments (C/CAG)

By _____
Adam Rak, Chair C/CAG Legal Counsel

San Mateo County Transportation Authority (Authority)

By _____

ATTEST

Authority Secretary

Exhibit A

Collaborative Partnership

The San Mateo County Transportation Authority (Authority) and the City/County Association of Governments of San Mateo County (C/CAG) will work collaboratively to update the Countywide Transportation Plan (Project) through formation of the Project Team, a core group which will include key staff members from each agency. The Project Team will work cooperatively to provide overall guidance and direction towards development of the Project.

C/CAG, as the project sponsor, will serve as the lead agency for the Project, providing project management support, including selecting and managing the consultant providing supporting professional services for the Project (as generally described in Exhibit B) and other related work activities. C/CAG will organize and conduct Project Team meetings, set agendas, record actions, and undertake other activities necessary to manage the Project. C/CAG will serve as the contracting agency for the Consultant providing professional services to support the Project, including performing all contract management activities. The Authority, as a Project partner, will work jointly with C/CAG to support the overall Project development process.

The Project Team, in partnership, will perform the necessary activities to deliver the Project, including:

- Guide the Consultant's work in development of the Project
- Provide recommendations throughout the Project development process
- Work towards a consensus on the development of transportation plan concepts and strategies based on agreed-upon goals for the Project
- Review and provide input on the Project deliverables in a timely manner

Exhibit B

San Mateo Countywide Transportation Plan – Scope of Work (Expected to be completed by the Consultant)

OVERVIEW OF SCOPE OF WORK

The purpose of this scope of work is to complete a process of preparing and seeking adoption of a Countywide Transportation Plan for San Mateo County (hereafter referred to as the “Plan”). The work to be undertaken under this scope of work will be to update the Draft Plan content as necessary to add elements to ensure that the Plan is prepared consistently with the *Guidelines for Countywide Transportation Plans* released by the Metropolitan Transportation Commission (MTC) in November 2022. In preparing the Plan update, a consultant will work with a Project Team (consisting of senior staff from the City/County Association of Governments of San Mateo County (C/CAG) and the San Mateo County Transportation Authority (Authority) to implement a process for outreach and review of the Plan by local San Mateo County agencies, county partners, regional service providers.

Task 1

Project Management and Coordination

The Consultant shall host project initiation meeting and weekly check-ins with C/CAG and SMCTA staff to maintain communication and ensure project will be delivered within the project timeline. The Consultant shall also schedule and facilitate meetings with an ad hoc advisory committee comprised of local agency staff, emergency services, bike/pedestrian and community-based organizations, and other stakeholders. The Consultant shall present progress updates at a minimum of eight (8) C/CAG committee meetings and three (3) Board meetings. The Consultant shall provide monthly progress reports and invoices for work completed during the prior month.

Task 1 Deliverables:

- Project Kick-off Meeting
- Monthly project management meeting agendas and action items
- Materials for advisory group meetings and/or workshops
- Presentation to C/CAG Committees and Board meetings
- Monthly Invoices and progress reports

Task 2

Review of Existing CTP and Other Countywide Planning Efforts/Literature Review

Within San Mateo County, various agencies have several recently completed (or anticipated to be completed) individual plans and studies that have identified priority projects and programs. Examples include: SMCTP 2040 Action Plan, Priority Development Area Plans, C/CAG Bike Plan, SMCTA Strategic Plan, SMCTA 101 Corridor Connect, Caltrain Business Plan, Reimagine SamTrans, Countywide Local Roadway Safety Plan, Congestion Management Program and Highway Safety Assessment, Caltrans 101 [Comprehensive Multimodal Corridor Plan](#).

The selected consultant, with C/CAG and SMCTA staff support, will be tasked to summarize relevant information and policies from existing plans and studies that will be support the development of the CTP.

Task 2 Deliverables:

- Summary of each plan and study that includes goals and objectives, identified priorities projects or programs, current implementation status and potential funding plans that will help inform the development of the CTP.
- Coordination/Review with other county planning efforts

Task 3

Organize and Assist with Countywide Transportation Plan Outreach Effort

In close coordination with the project team, the consultant will prepare and implement an equitable public communications/outreach plan to solicit feedback from the community on their vision for transportation improvements in San Mateo County. This task would seek to plan for and attend community input workshops with pop-up events at the initial start of the plan update at various locations in San Mateo County. A community input event will be held later in the development of the document with the objective of engaging the public on draft recommendations for the final draft CTP. As part of this task, the selected consultant will collect and report on input received as part of each event. In addition, the selected consultant will coordinate with C/CAG staff to design a community outreach survey that engages the public on potential transportation priorities for San Mateo County.

Task 3 Deliverables:

- Public Communications/Outreach Plan for San Mateo County CTP
- Report on Findings from Public Outreach

Task 4

Development of CTP Policy and Performance Framework

The consultant will help and establish transportation and land use goals and objectives that reflect local priorities in San Mateo County. This task would also establish a performance framework and metrics to demonstrate how CTP investment decisions support multimodal transportation and land use goals and objectives. The policies and framework developed would need to be incorporate, to the extent practical, MTC 's Plan Bay Area's transportation strategies and document and explain how CTP investments and policies are consistent with and supportive of their implementation.

The consultant will also help develop geographic focus areas to recognize and acknowledge the different areas within the county and their specific priorities. These areas will help focus and tailor the CTP goals and objectives within area of these focus areas.

Task 4 Deliverables:

- Development of San Mateo CTP Policy and Performance Framework
- Development of San Mateo Geographic Focus Areas

Task 5

Development of Transportation Project and Program List

The Consultant will work with the Project Team and the Advisory Committee to prepare an updated fiscally constrained transportation project list for the Plan. The Project Team will provide an initial list based on the existing projects identified in *Plan Bay Area 2050* and projects recommended by San Mateo County agencies. This initial list will be reviewed by the Project Team and the advisory committee. The Consultant will seek input from each of the other participating agencies – SamTrans, SMCTA, Caltrain, BART, Caltrans, and all jurisdictions within San Mateo County. From this review, a final project list will be developed for the Plan. A performance framework or goals for program-level assessments will be established, as necessary, to comply with MTC’s *Guidelines for Countywide Transportation Plans*.

Task 5 Deliverables:

- Transportation Project List for San Mateo County

**Task 6
Transportation Equity Analysis**

MTC’s *Guidelines for Countywide Transportation Plans* suggests that all CTPs include analyses of the social and economic equity of the CTP. This is intended to demonstrate whether the strategies and policies developed in the CTP advance equity, especially those that affect historically and systemically marginalized, underserved and excluded groups, including people with low incomes, people with disabilities, and communities of color.

The Consultant will also help C/CAG evaluate existing the equity designations created within the county and region (MTC’s Equity Priority Communities, C/CAG’s Equity Focus Areas, SamTrans’ Equity Planning Areas) and identify a strategy to achieve a combined equity designation for consistency to be used in future planning efforts within San Mateo County.

Task 6 Deliverables:

- Transportation Equity Analysis
- Merge existing SMC Equity Designations

**Task 7
Application of San Mateo County Travel Demand Model**

In this task, the Consultant will use the recently developed and approved C/CAG-VTA Bi-County Travel Demand Model and supporting data sets to update land use and travel forecast information in the Draft Plan and also provide the following analysis:

- Forecast and report outcomes of implementing the investments and policies in the CTP, including, but not limited to changes in passenger car VMT compared to a performance baseline (i.e., model base year, current conditions, or Plan Bay Area forecast). Report VMT for both the performance baseline and for the CTP.
- Represent CTP investments and policies, to the extent possible, in the county or regional travel demand model to forecast multimodal system performance.

- Summarize and report, to the extent practical, the estimated change in street and highway lane miles, transit vehicle miles, and active transportation systems miles, from implementing the investments and policies in the CTP.

Additionally, the consultant will prepare a consistency report regarding the performance of the county's travel demand model with MTC guidelines.

Task 7 Deliverables

- Travel Demand Forecasting to support CTP Development
- Model Consistency Report

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